



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE**: _____ Grade: _____

2. Department: _____ Division: _____

3. Position Control #: _____ Prior Incumbent: _____

a. Reason for Leaving: _____

4. Budgetary Information:

Department Code: ____ Budget Code: _____ % _____

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: _____ ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. _____

–

2. _____

–

3. _____

–

9. I have considered the following alternatives to filling this position:

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

12. Please attach the current position description.

13. Signatures:

Department Head Signature: <u>Josh Jacobs on</u>	Date: <u>11/25/20</u>
Human Resources Director: _____	Date: _____
Town Administrator: _____	Date: _____

14. Approvals:

Date on BOS Agenda: _____	Date Approved: _____
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15. Notes:



Town of Brookline

Massachusetts

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Date on BOS Agenda:	_____	Date Approved:	_____
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Department Head Signature: _____	Date: _____
Human Resources Director: _____	Date: _____
Town Administrator: _____	Date: _____

14. Approvals:

Date on BOS Agenda: _____	Date Approved: _____
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15. Notes:

Alternate Managers

Applicant: Zaftig. Inc
d/b/a: Zaftig
Location: 335 Harvard Street

Application Details:

Question of approving the applications for Alternate Manager (s) Jose Gutierrez and Steven St. Clair for Zaftig at 335 Harvard Street Brookline, MA.

Report (Attached):

Police Department (Approved)



MARK P. MORGAN
ACTING CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

TO: Acting Chief Mark P. Morgan

FROM: Lt. Michael P. Murphy #31

DATE: 23 November 2020

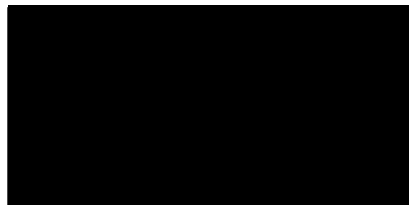
RE: Zaftig Inc., d/b/a Zaftig, 335 Harvard St., Brookline MA requests the addition of two Alternate Managers

Sir,

On behalf of Zaftigs, Inc., d/b/a Zaftigs, Atty. Steffani Boudreau, of the Law office of Robert L. Allen, Brookline MA 02445, has applied for the approval of two new Alternate Managers, Jose Gutierrez and Steven St. Clair. The Owner of Zaftig, Robert Shuman, is the current All Kinds Alcohol license holder.

Alt. Manager of Record Request:

Jose F. Gutierrez



Email: jfg22@mac.com

Jose F. Gutierrez is currently an employee of Zaftigs working as a cook. He has worked in the food service industry and been employed by Zaftigs since 1998. He is also a 2012 graduate of the La Cordon Bleu Culinary Academy in Cambridge. He also worked as chef for two years at the Boston Harbor Hotel from 2015 – 2017 prior to returning to Zaftigs in 2018.

Mr. Gutierrez has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's current policy against in-person fingerprinting. When Department fingerprinting resumes, if any negative information is revealed that would disqualify them from being named as an Alternate Manager of Record, a supplemental report will be submitted.



Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454

A check of our Master Name Record system revealed three contacts with Mr. Gutierrez. All three times, Mr. Gutierrez assisted the Police Department as a witness to an incident at Zaftigs. A query of other applicable law enforcement databases did not reveal any information that would disqualify him from being named as an Alternate Manager of Record.

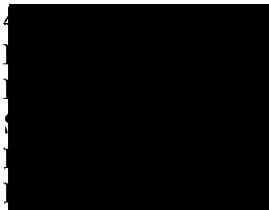
Mr. Gutierrez is a holder of an active license to carry firearms issued by the Revere Police Department.

Mr. Gutierrez is a naturalized US citizen and was born in Columbia. He does not have a financial interest in this company, nor has he ever been a manager of record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled. Mr. Gutierrez is certified in the safe service of alcohol

I have sent Mr. Gutierrez the Town's Alcoholic Beverages Regulations, and the highlights of those regulations. I will meet with him at a later date to review the regulations and what is expected during an administrative inspection and the requirements of an alternate manager. This in-person meeting has been delayed due to the COVID -19 crises.

Alt. Manager of Record Request:

Steven L. St. Clair



Email: sstc89@comcast.net

Mr. Steven L. St. Clair is currently an employee of Zaftigs working as a Manager and server. He has been employed by Zaftigs since 2014. He is a graduate of Cambridge Ringe & Latin School (2007) and the University of Massachusetts at Lowell (2013).

Mr. St. Clair has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's current policy against in-person fingerprinting. When Department fingerprinting resumes, if any negative information is revealed that would disqualify them from being named as an Alternate Manager of Record, a supplemental report will be submitted. A check of our Master Name Record system revealed one contacts with Mr. St. Clair. He was the victim of a break and entering of his motor vehicle in 2017. A query of other applicable law enforcement databases did not reveal any information that would disqualify him.



3.D.

Mr. St. Clair is a US citizen over the age of 21. He does not have a financial interest in this company, nor has he ever been a manager of record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled. Mr. St. Clair is certified in the safe service of alcohol.

I have sent him the Town's Alcoholic Beverages Regulations, with the highlights of those regulations. I will meet with Mr. St. Clair at a later date to review the regulations and what is expected during an administrative inspection and the requirements of an alternate manager. This in-person meeting has been delayed due to the COVID -19 crises.

I do not find any reason to deny Jose Gutiérrez' and Steven St. Clair's request for the positions of Alternate Managers of Record.

Respectfully submitted,
Lt. Michael P. Murphy #31





300 WASHINGTON ST.
BROOKLINE, MA 02445

P. (617) 383-6000
F. (617) 383-6001

From the Desk of:
Steffani Boudreau, Esq.
sboudreau@bballenlaw.com

November 3, 2020

Attn: Tiffany Souza
Board of Selectmen
Town of Brookline
333 Washington Street
Brookline, MA 02446

20 NOV 4 PM 2:25

**RE: Application for Alternate Managers
Zaftig, Inc.
335 Harvard Street, Brookline, Massachusetts**

Dear Tiffany:

I write on behalf of my client, Zaftigs, Inc. regarding its Application for an Alternate Managers at 335 Harvard Street, Brookline, Massachusetts. Please note that Steven St. Clair and Jose Gutierrez are each seeking to be appointed as alternate managers.

~~Mr. Gutierrez and Mr. St. Clair~~

In support of this request, kindly find the following documents enclosed for each of Mr. Gutierrez and Mr. St. Clair:

- License Interview Form
- CORI Form
- TIPS Certification
- Driver's License
- Proof of Citizenship
- Crowd Manager Certificate
- Three (3) Letters of Recommendation

Please be in contact at my above telephone number if you have any concerns or if any further information is required.

I thank you in advance for your assistance.

Best Regards,

LAW OFFICE OF ROBERT L. ALLEN, JR. LLP

By: 
Steffani Boudreau, Esq.

Enclosures

Checklist for Alternate Manager



- ☒ Alternate Manager Application
 - ☒ License Interview Form
 - ☒ CORI release form
 - ☒ Three letters of reference
 - ☐ Vote of Corporation
 - ☒ or letter from manager of record
 - ☐ IN-PERSON class for the safe service of alcohol certification
 - ☒ **On-line class will be accepted during the Covid-19 pandemic only**
 - ☒ Crowd Manager Certification from the Massachusetts Department of Fire Services (Only if there is a bar)
 - ☒ Valid Identification (State issued License, Passport, etc.)
-
- ☐ Report from Brookline Police Chief

TOWN OF BROOKLINE

ALTERNATE MANAGER'S APPLICATION

ALL PROPOSED MANAGERS ARE REQUIRED TO COMPLETE A PERSONAL INFORMATION FORM (ATTACHED) AND SUBMIT A COPY OF THE CORPORATE VOTE AUTHORIZING THIS ACTION APPOINTING AND ALTERNATE MANAGER.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Zaffig, Inc Business Name (dba): Zaffig
 Address: 335 Harvard Street
 City/Town: Brookline State: MA Zip Code: 02445
 ABCC License Number: 00120RS 0148 Phone Number of Premise:
 (If existing licensee)

2. MANAGER INFORMATION:

A. Name: Jose F. Gutierrez B. Cell Phone Number: [REDACTED]
 C. List the number of hours per week you will spend on the licensed premises: 16-30

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes ☒ No ☐ B. Date of Naturalization: 01-01-2012 C. Court of Naturalization: Boston MA.
 (Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes ☐ No ☒
 If yes, please describe:
 B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes ☐ No ☒
 If yes, please describe:
 C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes ☐ No ☒
 If yes, please describe:
 D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

Zaffig Restaurant - 335 Harvard Street Brookline MA. (617-975-0075)
Boston Harbor Hotel - line cook, 2013-2017 (617-439-7000)

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature Jose Fernando Gutierrez Date 02-19-20

LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: _____

NAME: Jose R. Gutierrez

ADDRESS: _____

EMAIL ADDRESS: _____

PHONE #: _____

PLACE OF BIRTH: Medellin - ColombiaFATHER'S NAME: _____ MOTHER'S MAIDEN NAME: AmparoARE YOU A CITIZEN? ☒ YES ☐ NO ALIEN CARD # _____ARE YOU A VETERAN: ☐ YES ☒ NO

RESIDENCES FOR LAST FIVE YEARS

DATE: 2003 - Present LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

EDUCATION

DATE: 05-18-2012 LOCATION: Le Cordon Bleu College of Culinary, Cambridge

DATE: 1996-1997 LOCATION: Police Academy - Hudson County, New Jersey

DATE: 1993-1995 LOCATION: Hudson County High School

DATE: LOCATION:

EMPLOYMENT HISTORY

DATE: 1998-2015 LOCATION: Zupia's Restaurant POSITION Cook/Chef

DATE: 2015-2017 LOCATION: Boston Harbor Hotel POSITION Cook

DATE: 2017-2020 LOCATION: Zupia's Restaurant POSITION Chef

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

SIGNATURE: Jose Remondo Gutierrez DATE: 02-20-20

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

APPENDIX A - CORI Acknowledgment Form

I am an: (please check one)

☒ Applicant - Position: Manager Department/License: _____

☐ Volunteer - Position: _____ Department: _____

☐ Employee - Position: _____ Department: _____

☐ Contractor - Company Name: _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

José Fernando Gutierrez
Applicant/Employee/Volunteer/Contractor Signature

02-07-20
Today's Date

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Gutierrez First Name: José MI: 2

Current Address: _____

Former Address(es): _____

Maiden Name or Alias (if Applicable): _____ Place of Birth: Medellin Colombia

Date of Birth: _____ Last 6 digits of Social Security Number: _____

Sex: Male Height: 5 ft. 04 in. Race: white Eye Color: Brown

State Driver's License Number (include State): _____ ID Theft Index PIN*: _____

List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: Amparo Father's Name: _____

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identify Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

For Official Use Only

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type)

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on February 7, 2020
provided by Health Communications, Inc.
is hereby granted to:

Jose Gutierrez

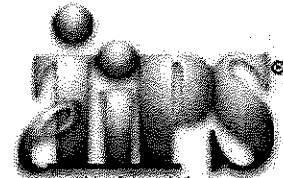
Certification to be sent to:

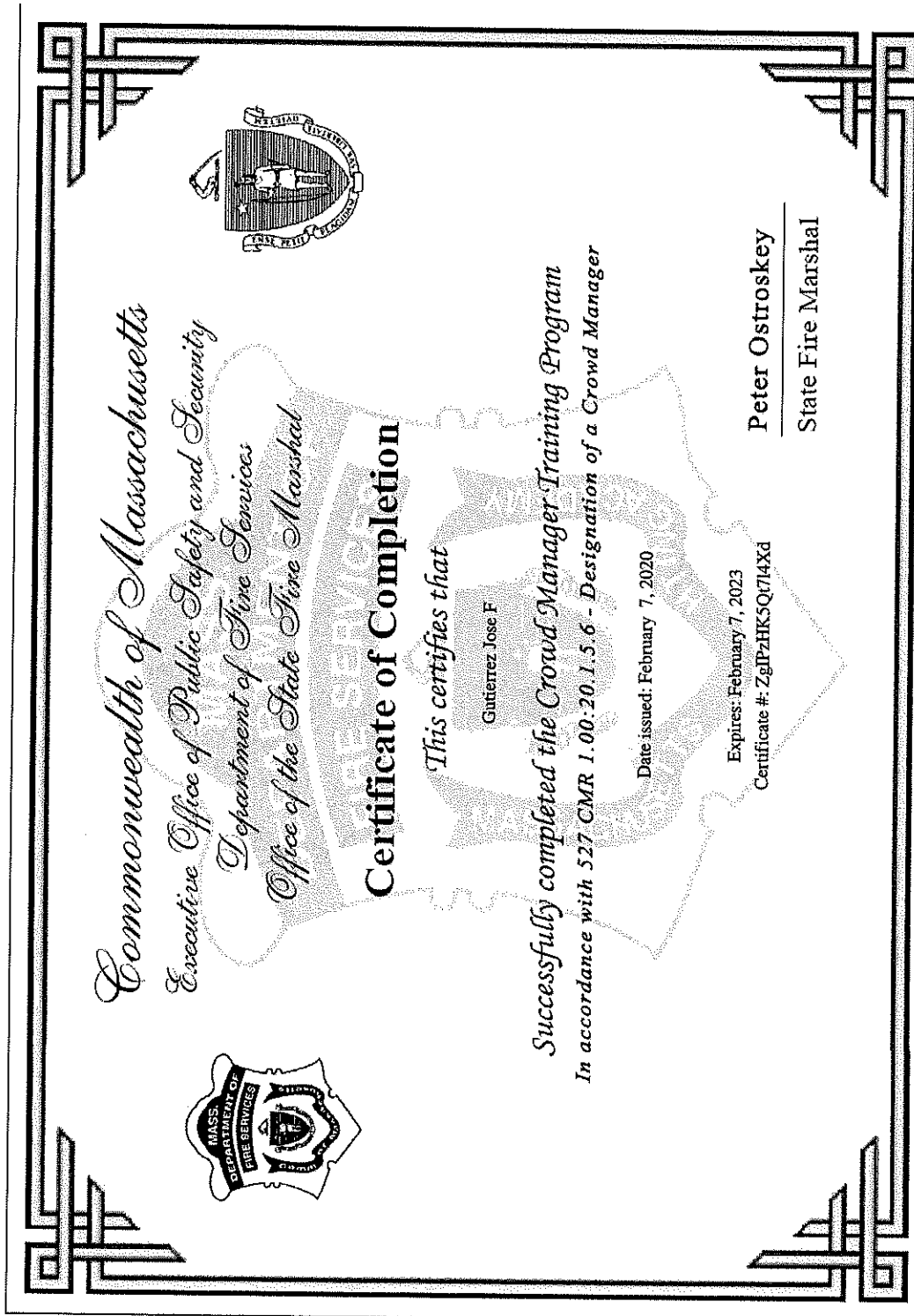
**Zaftigs Restaurant, Jose Gutierrez
335 Harvard St
Brookline MA, 02446-2907 USA**



HEALTH COMMUNICATIONS INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.







Robert S. Shuman

60 Washington Street
Sherborn, Ma. 01770
617-966-8292
robertshuman@mac.com

Thursday, February 20, 2020

To Whom it May Concern,

Jose Gutierrez has been employed by Zaftig, Inc. d/b/a Zaftigs Delicatessen located at 335 Harvard Street, Brookline, Ma. since 1999.

Jose's position at the restaurant is Corporate Chef with both Front of house and Back of the House responsibilities. He is efficient and productive in all his tasks. Jose has a wonderful rapport with our guests and staff alike. His leadership skills have elevated the way we do business in Brookline. He is conscientious and motivated to always do the right thing. Jose's attention to detail is reflected in all his actions.

Jose is honest and hard working. He has always been respectful to his coworkers and is a team player when it comes to helping out others. Jose's work ethic is excellent and he's always in good spirit. He truly is an asset to our business.

Jose is TIP certified, Servsafe certified, allergen certified, crowd control and choke saver certified. He is of strong character and integrity and continues to grow and strengthen our business.

Please feel free to contact me with any questions or concerns.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Robert S. Shuman", with a long horizontal flourish extending to the right.

Robert S. Shuman

Owner, Zaftigs Delicatessen



February 16, 2020

To Whom It May Concern:

Jose Gutiérrez has been a building block to what Zaftigs Delicatessen has become in Coolidge Corner. He's reliable, responsible and most a leader within our company. Jose has taken on the role of head chef while also working as a front of house manager. His drive and passion are what separates him from the pack.

I can say with 100% certainty that his ability to be an alternate manager is a given. Jose has completed his TIPS certification, Servsafe training, Choke safe training, has his Allergen Awareness Certificate and has also completed his Crowd Manager training. He is fully aware of the weight of his responsibility. I am confident in his ability to take on this new task. Please feel free to reach out to myself if you have any further questions.

Best,

Matt Otten

Zaftigs Delicatessen // (617)-975-0075

General Manager



February 21, 2020

To Whom It May Concern:



Jose Gutierrez began his employment with Zaftigs in 1999. He worked his way up through the years to become our Head Chef and Co-General Manager of our Brookline location. He is reliable, trustworthy and dedicated. I am always confident that the restaurant is in safe hands with Jose at the helm.

Jose is responsible and quick to act when situations arise. He holds a Servesafe certification for food safety, and another for Allergen awareness. He has successfully completed the TIPS alcohol training, Choke Save and Crowd Control certifications classes. Having begun his career in the kitchen as a cook, then Chef after earning a culinary degree while working full time, Jose has a full understanding of both the back and front of house. This understanding makes him equipped to handle all manner of situations effectively and confidently. I am confident that he fully grasps the weight of this responsibility and abides by all local and state regulations.

Please feel free to reach out to me with any further questions that you may have.

Best Regards,

Amy Gilligan
Director of Operations
Zaftigs Delicatessen
amy@zaftigs.com

THE UNITED STATES OF AMERICA	
	
No. [REDACTED]	
DEPARTMENT OF HOMELAND SECURITY	
<i>Personal description of holder as of date of naturalization:</i> <i>Date of birth:</i> JANUARY 15, 1978 <i>Sex:</i> MALE <i>Height:</i> 5 feet 6 inches <i>Marital status:</i> MARRIED <i>Country of former nationality:</i> COLOMBIA	<i>U.S.C.I.S. Registration, No.</i> [REDACTED] <i>I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.</i> <i>Jose Fernando Gutierrez</i> <i>(Complete and true signature of holder)</i> <i>Be it known that, pursuant to an application filed with the Secretary of Homeland Security</i> <i>at:</i> BOSTON, MASSACHUSETTS <i>The Secretary having found that:</i> JOSE FERNANDO GUTIERREZ <i>residing at:</i> REVERE, MASSACHUSETTS <i>having complied in all respects with all of the applicable provisions of the naturalization laws of the United States, being entitled to be admitted as a citizen of the United States, and having taken the oath of allegiance at a ceremony conducted by</i> US DISTRICT COURT OF MASSACHUSETTS <i>at:</i> BOSTON, MASSACHUSETTS <i>on:</i> NOVEMBER 01, 2012 <i>such person is admitted as a citizen of the United States of America.</i> <i>Alfonso N. Mayhew</i> , Director <i>U. S. Citizenship and Immigration Services</i>
	
DEPARTMENT OF HOMELAND SECURITY	

Checklist for Alternate Manager



- ☒ Alternate Manager Application
 - ☒ License Interview Form
 - ☒ CORI release form
 - ☒ Three letters of reference
 - ☐ Vote of Corporation
 - ☒ or letter from manager of record
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 - ☒ **On-line class will be accepted during the Covid-19 pandemic only**
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 - ☒ Valid Identification (State issued License, Passport, etc.)
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- ☐ Report from Brookline Police Chief

TOWN OF BROOKLINE

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1. LICENSEE INFORMATION:			
Legal Name of Licensee:	Zaffig, Inc.	Business Name (dba):	Zaffig Detratessen
Address:	335 Harvard St.		
City/Town:	Brookline	State:	MA Zip Code: 02446
ASCC License Number: (if existing licensee)	0612028198	Phone Number of Premise:	617 975 0075
2. MANAGER INFORMATION:			
A. Name:	Steven L. St. Clair	B. Cell Phone Number:	[REDACTED]
C. List the number of hours per week you will spend on the licensed premises:		45-55	
3. CITIZENSHIP INFORMATION:			
A. Are you a U.S. Citizen: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		B. Date of Naturalization: [REDACTED] C. Court of Naturalization: [REDACTED]	
(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)			
4. BACKGROUND INFORMATION:			
A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, please describe:		[REDACTED]	
B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, please describe:		[REDACTED]	
C. Have you ever been the Manager of Record of a license that was issued by this Commission?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, please describe:		[REDACTED]	
D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):			
Planet Fitness Cambridge MA (out of business) Zaffig Deli, 1298 Worcester Rd, Natick, MA 01760			
I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:			
Signature: [Signature]		Date: 11/01/20	

LICENSE INTERVIEW FORMTYPE OF LICENSE APPLYING FOR: Liquor License Alt. MgrNAME: Steven L. St. Clair

ADDRESS: [REDACTED]

EMAIL ADDRESS: [REDACTED]

PHONE #: [REDACTED]

PLACE OF BIRTH: Boston, MAFATHER'S NAME: James St. Clair MOTHER'S MAIDEN NAME: Nancy LangeARE YOU A CITIZEN? ☒ YES ☐ NO ALIEN CARD # _____ARE YOU A VETERAN: ☐ YES ☒ NO

RESIDENCES FOR LAST FIVE YEARS

DATE: 6/2016 - 5/2020 LOCATION: [REDACTED] 02446DATE: 5/2020 - Pres LOCATION: [REDACTED] 02120

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

EDUCATION

DATE: 2003-2007 LOCATION: CPLS (Cambridge Rindge & Latin)

DATE: 2007-2013 LOCATION: UMass Lowell

DATE: ~~2014~~

LOCATION:

DATE:

LOCATION:

EMPLOYMENT HISTORY

DATE: 2007-2011 LOCATION: ^{Town of} Weymouth, MA POSITION: Parking Patrol Officer

DATE: 2012 LOCATION: ^{Town of} Truro, MA POSITION: Beach Supervisor

DATE: 2013 LOCATION: Planet Fitness Camb POSITION: Front Desk

DATE: 2014-Pres LOCATION: Zattings Deli POSITION: Retail/FOH Manager

DATE:

LOCATION:

POSITION

SIGNATURE: 

DATE:

11/01/20

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

APPENDIX A - CORI Acknowledgment Form

I am and (please check one)

☐
☐
☒
☐

Applicant - Position: _____ Department/License: _____
 Volunteer - Position: _____ Department: _____
 Employee - Position: Manager Department: Restaurant
 Contractor - Company Name: _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, licensee applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

[Signature]
 Applicant/Employee/Volunteer/Contractor Signature

02/11/2020
 Today's Date

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: St. Clair First Name: Steven MI: L
 Current Address: _____
 Former Address(es): _____
 Maiden Name or Alias (if Applicable): _____ Place of Birth: Boston, MA
 Date of Birth: _____ Last 5 digits of Social Security Number: _____
 Sex: M Height: 5 ft 8 in. Race: Caucasian Eye Color: Brown
 State Driver's License Number (include State): _____ ID Theft Index PIN*: _____
 List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: Nancy Lange Father's Name: James St. Clair

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identify Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to assure the accuracy of the CORI request process.

*****For Official Use Only*****

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type)

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____



Robert S. Shuman

60 Washington Street
Sherborn, Ma. 01770
617-966-8292
robertshuman@mac.com

Thursday, February 20, 2020

To Whom it May Concern,

Steve St. Clair has been employed by Z2 LLC d/b/a Zaftigs Delicatessen located at 1298 Worcester Street, Natick, Ma. since 2014 and is being transferred to our Brookline property the week of February 24th, 2020. He will serve as Assistant General Manager.

Steve's position at the restaurant has been as a retail and service manager over the years and most recently as Assistant General Manager. He is efficient and productive in all his tasks.

Steve is honest and hard working. He has always been respectful to his coworkers and is a team player when it comes to helping out others. Steve's work ethic is excellent and he's always in good spirit. He truly is an asset to our business.

Steve is TIP certified, Servsafe certified, allergen certified, crowd control and choke saver certified. He is of strong character and integrity and continues to grow and strengthen our business.

Please feel free to contact me with any questions or concerns.

Sincerely yours,

A handwritten signature in black ink, appearing to read "R. Shuman", with a long horizontal flourish extending to the right.

Robert S. Shuman

Owner, Zaftigs Delicatessen



February 16, 2020

To Whom It May Concern:

Steven St. Clair has been a part of the Zaftigs management team for over three years and I can say confidently that his leadership and accountability makes him a terrific candidate to be an alternate manager. His attention to detail is a quality that not many have. Steven has the passion and drive that has proven to be a valuable asset to our team. He understands the gravity of the responsibility and of the laws and regulations. Steven has completed his Servsafe Certification, Tips Certification, Chock safe training along with his Allergen Awareness training. Steven checks all the boxes when looking for a responsible manager and especially an alternate manager. If you have any questions please feel free to reach out to me.

Best,
Matt Otten
Zaftigs Delicatessen // (617)-975-0075
General Manager



February 21, 2020

To Whom It May Concern:

Steven St Clair has been a reliable and integral member of our Zaftigs management team for two years and an employee for over four years. I am confident in his ability to protect and lead.

Steven is dedicated and when situations arise he always follows safety protocols and sees the situation through to closure. He holds a Servesafe certification for food safety, and another for Allergen awareness. He has successfully completed the TIPS alcohol training, Choke Save certification and Crowd control class. Steven understands his responsibility to abide and follow all local and state regulations. I am confident that he fully grasps the weight of this responsibility.

Please feel free to reach out to me with any further questions that you may have.

Best Regards,

Amy Gilligan
Director of Operations
Zaftigs Delicatessen
amy@zaftigs.com
508-653-4442

tion and dedication to the responsible sale,
consumption of alcohol.

techniques you have learned, you will help to
for environment for your patrons, peers, and
d reduce the tragedies resulting from intoxication,
king, and drunk driving.

any information you think would
TIPS program, or if we can assist you
lease contact us at 800-438-8477.

Sincerely,



Adam F. Chafetz
HCI President

TIPS® On Premise

Issued: 11/23/2019

ID#: 5246658

CERTIFIED

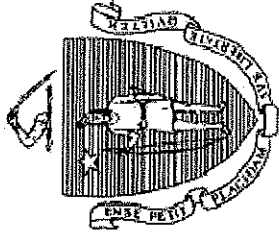
Expires: 11/12/2022

STEVEN L STCLAIR
1298 Worcester St
Natick, MA 01760-1501

For service visit us online at www.gettips.com
TIPS Trainer: Michael Marcantonio, 64

your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal



Certificate of Completion

This certifies that

St. Clair Steven

Successfully completed the Crowd Manager Training Program

In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager

Date issued: February 11, 2020

Expires: February 11, 2023

Certificate #: hweDJAG2HBbLWMK

Peter Ostroskey

State Fire Marshal



Alternate Managers

Applicant: Stoked Pizza Brookline LLC
d/b/a: Stoked Wood Fired Pizza
Location: 1632 Beacon Street, Brookline, MA 02446

Application Details:

Question of approving the application of Alternate Manager Michael Fitzgerald for Stoked Pizza Brookline LLC d/b/a Stoked Wood Fired Pizza at 1632 Beacon Street

Report (Attached):

Police Department (Approved)



MARK P. MORGAN
ACTING CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

TO: Acting Chief Mark P. Morgan

FROM: Lt. Michael P. Murphy #31

DATE: 23 November 2020

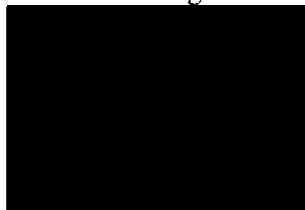
RE: Stoked Pizza Brookline LLC d/b/a Stoked Pizza – 1632 Beacon St.
Application for the addition of a new Alternate Manager

Sir,

Stoked Pizza Brookline LLC d/b/a Stoked Pizza – 1632 Beacon St., has applied for the approval of a new Alternate Manager, Michael Fitzgerald. Stoked Pizza is the currently the holder of an All Kinds Alcohol license and is in good standing with this office.

Alt. Manager of Record Request:

Michael S. Fitzgerald



Email: octofitz@yahoo.com

Mr. Michael S. Fitzgerald is currently an employee of Stoked Pizza Brookline, 1632 Beacon St. and works as an assistant manager and bartender. He has been employed by Stoked Pizza since 2016 and has over twenty years of experience in the hospitality industry.

Mr. Fitzgerald has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's current policy against in-person fingerprinting. When Department fingerprinting resumes, if any negative information is revealed that would disqualify them from being named as an Alternate Manager of Record, a supplemental report will be submitted. A check of our Master Name Record system revealed no contacts. A query of other applicable law enforcement databases reveals no information that would disqualify him.



3.E.

Mr. Fitzgerald is a US citizen over the age of 21 who grew up in Natick, MA. He does not have a financial interest in this company, nor has he ever been a manager of record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled. Mr. Fitzgerald is certified in the safe service of alcohol.

I have sent him the Town's Alcoholic Beverages Regulations, with the highlights of those regulations. I will meet with Mr. Fitzgerald at a later date to review the regulations and what is expected during an administrative inspection and the requirements of an alternate manager. This in-person meeting has been delayed due to the COVID -19 crises.

At this time, I do not find any reason to deny Mr. Fitzgerald's request for the position of Alternate Manager of Record.

Respectfully submitted,
Lt. Michael P. Murphy #31



Checklist for Alternate Manager



- ☒ Alternate Manager Application
 - ☒ License Interview Form
 - ☒ CORI release form
 - ☒ Three letters of reference (Board of Directors)
 - ☒ Vote of Corporation
 - or letter from manager of record
 - ☐ IN-PERSON class for the safe service of alcohol certification
 - ✓ **On-line class will be accepted during the Covid-19 pandemic only**
 - ☒ Crowd Manager Certification from the Massachusetts Department of Fire Services (Only if there is a bar)
 - ☒ Valid Identification (State issued License, Passport, etc.)
-
- ☐ Report from Brookline Police Chief

TOWN OF BROOKLINE
ALTERNATE MANAGER'S APPLICATION

1. LICENSEE INFORMATION:

2. MANAGER INFORMATION:

3. CITIZENSHIP INFORMATION:

4. BACKGROUND INFORMATION:

Page: 44

LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: All Alcohol On Premise

NAME: _____

ADDRESS: Stoked Wood Fired Pizza Co

EMAIL ADDRESS: octofitz@yahoo.com

PHONE #: Stoked Pizza Brookline LLC.

PLACE OF BIRTH: Boston, MA

FATHER'S NAME: Michael Fitzgerald MOTHER'S MAIDEN NAME: Debra Stures

ARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # _____

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 7/15 - Current LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

EDUCATION

DATE: 9/94 - 6/98 LOCATION: Natick High School (Natick, MA)

DATE: 9/90 - 6/94 LOCATION: Wilson Middle School (Natick, MA)

DATE: 9/86 - 6/90 LOCATION: Lilja Elementary (Natick, MA)

DATE: _____ LOCATION: _____

EMPLOYMENT HISTORY

DATE: 4/16 - current LOCATION: Staked Pizza Co. POSITION: Bartender / manager

DATE: 4/16 - 9/17 LOCATION: ^{Winter Hill} Brewing Co. POSITION: Bartender

DATE: 1/16 - 3/16 LOCATION: ^{Powship} ~~Harvard St~~ Uni, Boston POSITION: Bartender

DATE: 9/16 - 12/16 LOCATION: ^{Powship} Harvard St. POSITION: Bartender

DATE: 5/14 - 9/16 LOCATION: Alta Strada POSITION: Bartender

SIGNATURE: Ante Stijac DATE: 11/12/20

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)



VOTE OF CORPORATION

DATE: 11/9/20

AT A MEETING OF THE BOARD OF DIRECTORS OF Stoked Pizza Brookline LLC.

HELD AT: Stoked Wood Fired Pizza Co ON: 11/9/20

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

All Alcohol On Premise

(TYPE OF LICENSE)

FOR THE YEAR 2021 TO BE EXERCISED ON THE PREMISES LOCATED AT Stoked Wood Fired Pizza Co 1632 Beacon St.

VOTED: TO AUTHORIZE Michael Fitzgerald TO SIGN

THE APPLICATION FOR THE LICENSES IN THE NAME OF Stoked Pizza Brookline LLC.

AND TO EXECUTE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.

THIS CORPORATION HAS BEEN RESOLVED.

A TRUE COPY

ATTEST: 
CLERK

APPENDIX A - CORI Acknowledgment Form

I am an: (please check one)

<input type="checkbox"/>	Applicant - Position: _____	Department/License: _____
<input type="checkbox"/>	Volunteer - Position: _____	Department: _____
<input checked="" type="checkbox"/>	Employee - Position: <u>Barkeeper/Manager</u>	Department: _____
<input type="checkbox"/>	Contractor - Company Name _____	

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Michael Fitzgerald
Applicant/Employee/Volunteer/Contractor Signature

11/12/20
Today's Date

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Fitzgerald First Name: Michael MI: 5
 Current Address: _____
 Former Address(es): _____
 Maiden Name or Alias (If Applicable): _____ Place of Birth: Boston, MA
 Date of Birth: _____ Last 6 digits of Social Security Number: _____
 Sex: M Height: 5 ft. 10 in. Race: W Eye Color: Blue
 State Driver's License Number (Include State): _____ ID Theft Index PIN*: _____
 List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: Debra Steiner Father's Name: Michael Fitzgerald

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

*****For Official Use Only*****

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: _____ (List ID Type)

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____



TOWN OF NATICK
Office of the Town Clerk
 www.natickma.org

Commonwealth of Massachusetts
 Registry of Vital Records and Statistics
RECORD OF BIRTH

87012019
Diane B. Packer
 Town Clerk

REGISTERED NUMBER: [REDACTED]
 STATE FILE NUMBER: [REDACTED]

CHILD

NAME: **MICHAEL STEEVES FITZGERALD**
 SEX: **MALE** PLURALITY: **SINGLE**
 DATE OF BIRTH: [REDACTED] TIME: **08:34 AM**
 PLACE OF BIRTH: **BOSTON, MASSACHUSETTS**

PARENT

NAME: **DEBRA** [REDACTED]
 SURNAME AT BIRTH OR ADOPTION: **STEEVES**
 BIRTHPLACE: **NATICK, MASSACHUSETTS**
 AGE OR DATE OF BIRTH: **30**

PARENT

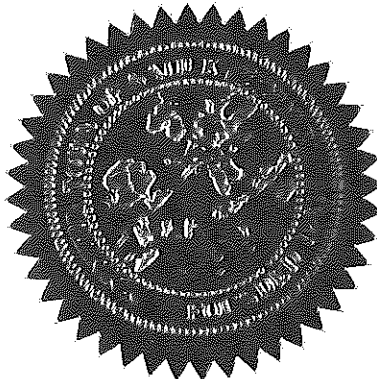
NAME: **MICHAEL** [REDACTED]
 SURNAME AT BIRTH OR ADOPTION: **—**
 BIRTHPLACE: **BOSTON, MASSACHUSETTS**
 AGE OR DATE OF BIRTH: **30**

AT-BIRTH RESIDENCE: **NATICK, MASSACHUSETTS**

DATE OF RECORD: [REDACTED]

DATE ISSUED: **NOVEMBER 09, 2020**

I, the undersigned, hereby certify that I am the Clerk of the Town of Natick; that as such I have custody of the records of birth, marriage, and death required by law to be kept in my office; and I do hereby certify that the above is a true copy from said records, as held in the Commonwealth's central vital records information repository.



Diane B. Packer

Clerk
 Town of Natick

Dear Select Board,

I am writing to recommend that Michael Fitzgerald be considered to be added as Assistant Manager of Record on the All Alcohol license at Stoked Wood Fired Pizza Co. Michael has worked with the company since March 2016 and has been an exemplary employee throughout his tenure. Michael is an individual of strong character with 20 plus years of experience in the hospitality industry and has proven to be responsible in all aspects of the job.

Thank you for your consideration.

Sincerely,

Dylan Stewart

Assistant General Manager

Stoked Pizza Co.

208.949.5742

A handwritten signature in black ink, appearing to read 'Dylan Stewart', with a stylized, cursive script.

Dear Select Board,

I'm writing to recommend that Michael Fitzgerald be considered to be added as Assistant Manager of Record on the All Alcohol license of Stoked Wood Fired Pizza Co. Michael has worked for the company since March of 2016 and has been an exemplary employee throughout his tenure. Michael is an individual of strong character with 20 plus years of experience in the hospitality industry and has proven to be responsible in all aspects of the job.

Thank you for your consideration.

Sincerely,

Toirm Miller

Co-Founder Stoked Pizza Co

toirm@stokedpizzaco.com



Dear Select Board,

I'm writing to recommend that Michael Fitzgerald be considered to be added as Assistant Manager of Record on the All Alcohol license of Stoked Wood Fired Pizza Co. Michael has worked for the company since March of 2016 and has been an exemplary employee throughout his tenure. Michael is an individual of strong character with 20 plus years of experience in the hospitality industry and has proven to be responsible in all aspects of the job.

Thank you for your consideration.

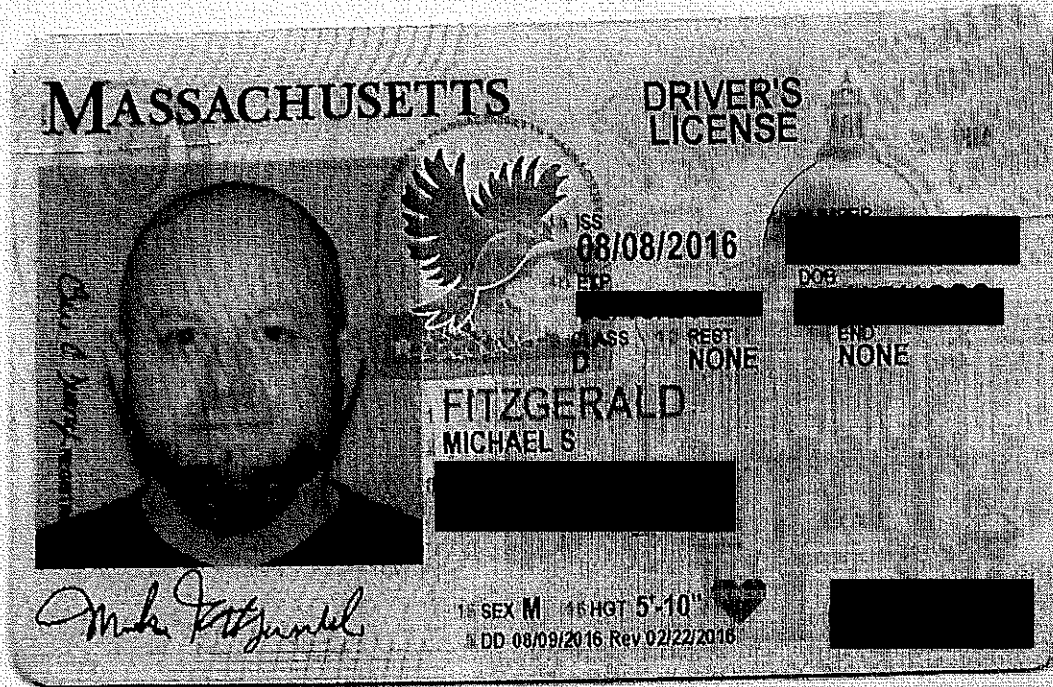
Sincerely,

Brandi Stellato

617-879-0707

brandi@stokedpizzaco.com

Brandi Stellato



On Premise

CERTIFIED

Issued: 5/31/2019

Expires: 5/21/2022

ID#: 5104231

MICHAEL S FITZGERALD

1632 Beacon St

Brookline, MA 02446-2201

For service visit us online at www.gettips.com

TIPS Trainer: Jason Rothe, 63831

Online Form Submittal: Committee Reappointment Interest Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Mon 10/5/2020 2:43 PM

To: Devon Williams <dwilliams@brooklinema.gov>

Committee Reappointment Interest Form

Date	10/5/2020
Name	Jim Batchelor
Email:	
Street Address	
Zip	
Committee you are a member of?	Preservation Commission
List of accomplishments in the last 3 years.	Participation in Commission deliberations and our revisions to Demolition delay rules and to Guidelines. I was also part of the (formerly) New Devotion School Committee.
Future Goals	I am happy to continue to serve on the Preservation Commission. My general interests are to balance home owners' ability to do what they want with their own homes with the Town's preservation goals. I have also been particularly interested in the ways in which energy and sustainability issues can be advanced in LHD's.

Questions? Please contact the Select Board at selectboard@brooklinema.gov, 617-730-2200

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Committee Reappointment Interest Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Thu 11/12/2020 6:53 PM

To: Devon Fields <dfields@brooklinema.gov>

Committee Reappointment Interest Form

Date	11/12/2020
Name	Elton Elperin
Email:	[REDACTED]@m
Street Address	[REDACTED]
Zip	[REDACTED]
Preferred Phone #	[REDACTED]
Committee you are a member of?	Preservation Commission
List of accomplishments in the last 3 years.	<p>Serving as vice chair, and now chair, I helped lead the monthly, and often bi-monthly review of demolition applications and applications for construction within Local Historic Districts. I joined with other commission members on sub-committees for many cases that we thought deserved more attention than could be given within the Preservation Commission hearings themselves.</p> <p>I served for nearly three years on the Waldo-Durgin development subcommittee, leading to approval at the spring 2019 town meeting of a special zoning overlay.</p> <p>I served on the Welltower DAT, leading to a lift of the demolition delay that the Preservation Commission had imposed.</p> <p>I worked on the joint Preservation Commission/Planning Board subcommittee to propose Beacon Street design guidelines.</p> <p>I worked with a Preservation Commission subcommittee to propose a revision to the Demolition Bylaw that prevents speculative applications for demolition, that was passed with great support at the spring 2018 Town Meeting.</p> <p>I helped, with input from the building department, and in the interest of smoother coordination with the building department, to revise and illustrate our definition of partial demolition.</p> <p>I have participated in the ongoing revision of our Design Guidelines.</p>
Future Goals	I hope to serve as Chair for at least one more year, and in that

time, to further increase the cooperation and coordination of the Preservation Commission and Planning Board.

I would like to assist any Brookline project to revise our zoning code along lines that would facilitate responsible development, while preserving - and enhancing - the fundamental character of our neighborhoods, and increasing our stock of affordable housing.

I want to continue to refine our Design Guidelines in response to climate change and the constant introduction of new materials.

Questions? Please contact the Select Board at selectboard@brooklinema.gov, 617-730-2200

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Committee Reappointment Interest Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Fri 8/21/2020 2:47 PM

To: Devon Williams <dwilliams@brooklinema.gov>

Committee Reappointment Interest Form

Date	8/21/2020
Name	David C Jack
Email:	
Street Address	
Zip	
Preferred Phone #	
Committee you are a member of?	Preservation Commission
List of accomplishments in the last 3 years.	Served on numerous design sub-committees, attended Preservation Commission meetings
Future Goals	Continue to review and assist Brookline homeowners in the renovation of their homes while satisfying the goals of the Brookline Preservation Commission
Questions? Please contact the Select Board at selectboard@brooklinema.gov, 617-730-2200	

Email not displaying correctly? [View it in your browser.](#)

Committee Reappointment Interest Form

Date*

mm/dd/yyyy 8/3/26

Name*

20 AUG 10 PM 2:49

Wendy L. Ecker

Street Address*

[REDACTED]

Zip*

[REDACTED]

Preferred Phone #*

[REDACTED]

Committee you are a member of?*

Preservation Commission

List of accomplishments in the last 3 years.*

Reservoir Park Committee - Protected Gate House.
At present on Welltower DAT
Naming Committee.

Future Goals*

Protect as many "tear downs" as poss. ble.
Get new Guidelines approved.

Questions? Please contact the Select Board at
selectboard@brooklinema.gov, 617-730-2200



Preservation Commission

(AS OF November 27, 2020)

MEMBERS:

David KingTerm expires 2019

Wendy Ecker..... Term expires 2019

Elton Elperin, Chair..... Term expires 2020

James Batchelor..... Term expires 2020

Peter Kleiner..... Term expires 2021

David Jack..... Term expires 2020

Richard Panciera, Vice Chair..... Term expires 2021

ALTERNATES

Elizabeth Armstrong..... Term expires 2020

Vacancy..... Term expires 2021

Vacancy..... Term expires 2019

Recent Activity

David King interviewed for reappointment 11/17/20

Elizabeth Armstrong interviewed for reappointment 11/19/20

James Batchelor interviews for reappointment 12/1/20

Elton Elperin interviews for reappointment 12/1/20

Wendy Ecker interviews for reappointment 12/1/20

David Jack interviews for reappointment 12/1/20

Change of D/B/A

Applicant: Brookline Booksmith, Corp
DBA: Brookline Booksmith
Location: 279 Harvard Street, Brookline, MA 02446
Application Details: Change of D/B/A

Application Details:

Question of approving the application for a change in D/B/A from Brookline Booksmith, Corp. d/b/a Brookline Booksmith to Brookline Booksmith, Corp d/b/a The Novel Kitchen at 279 Harvard Street.

Reports (Attached):

Police Department (Approved)



BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

MARK P. MORGAN
ACTING CHIEF OF POLICE

TO: Acting Chief Mark P. Morgan
FROM: Lt. Michael P. Murphy #31
DATE: 25 November 2020
RE: Brookline Booksmith Change d/b/a Name to Novel Kitchen

Sir,

On behalf of Brookline Booksmith Corp, d/b/a Brookline Booksmith, 279 Harvard St., Brookline MA 02446, Atty. Dennis A. Quilty, of the Law Office of McDermott, Quilty, and Miller LLP, 28 State St. Boston, MA 02109 has proposed a new d/b/a name for the establishment.

Change in d/b/a as follows:

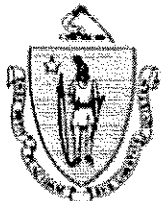
From: Brookline Booksmith
To: The Novel Kitchen

A vote of the Corporate Board was submitted.

I find no reason to deny this application,

Respectfully submitted,
Lt. Michael P. Murphy #31





The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

AMENDMENT-Change of Manager

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
 LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: **ABCC PAYMENT WEBSITE**

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE
 PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

05423-RS-0148

ENTITY/ LICENSEE NAME

Brookline Booksmith Corp.

ADDRESS

279-283 Harvard Street

CITY/TOWN

Brookline

STATE MA

ZIP CODE

02446

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input checked="" type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input checked="" type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
 TRANSMITTAL FORM ALONG WITH
 COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR AMENDMENT-Change of Business Entity Information

☐ **Change of Corporate Name**

☒ **Change of DBA**

- DOR Certificate of Good Standing (Req. for Chg of Corp Name only)
- DUA Certificate of Compliance (Req. for Chg of Corp Name only)
- Change of Corporate Name/DBA Application
- Vote of the Entity
- Payment Receipt (Req. for Chg of Corp Name only)
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ **Change of Corporate Structure**

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Corporate Structure Application
- Vote of the Entity
- Payment Receipt
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Brookline Booksmith, Corp.	Brookline, MA	05423-RS-0148

Please provide a narrative overview of the transaction(s) being applied for.

Change of DBA (to "The Novel Kitchen")

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Dennis A. Quilty, Esq.	Attorney	dquilty@mqmlp.com	617-946-4600

2. CHANGES TO BUSINESS ENTITY INFORMATION

2a. Change of Corporate Name

Last-Approved Corporate Name:

Requested New Corporate Name:

2b. Change of DBA

Last-Approved DBA:

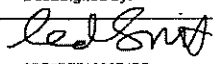
Requested New DBA:

2c. Change of Corporate Structure

LLC, Corporation, Sole Proprietor, etc

Last-Approved Corporate Structure

Requested New Corporate Structure

DocuSigned by:
 Signature: 
 8BF0B751082748D...

Date: 11/4/2020

Title: President

CORPORATE VOTE

The Board of Directors or LLC Managers of

Brookline Booksmith Corp.

Entity Name

duly voted to apply to the Licensing Authority of

Brookline

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

10/27/20

Date of Meeting

For the following transactions (Check all that apply):

☒ Change of Manager☒ Other Approval of Management Agreement and Change of DBA

"VOTED: To authorize

Jed Smith

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Michael Burris

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Corporate Officer /LLC Manager Signature_____
(Print Name)**For Corporations ONLY**

A true copy attest,

DocuSigned by:

Judith A. Smith

Corporation Clerk's Signature

Judy Smith

(Print Name)



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

APPLICATION FOR CHANGE IN D/B/A
COMMON VICTUALLER LICENSES

10/27/20

DATE: _____

279-283 Harvard Street, Brookline, MA 02446

LOCATION: _____

Brookline Booksmith Corp.

APPLICANT: _____

INDIVIDUAL/PARTNERSHIP/CORPORATION

Brookline Booksmith Corp.

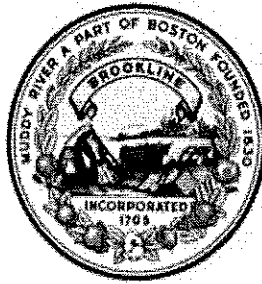
PRESENT D/B/A: _____

The Novel Kitchen

PROPOSED D/B/A _____

(NOTE: CHANGE OF D/B/A FOR LIQUOR LICENSEES REQUIRES SUBMISSION OF APPLICATION FOR CHANGE IN D/B/A ON LIQUOR LICENSE IN ADDITION TO THIS APPLICATION FOR CHANGE OF D/B/A ON CV LICENSE.)

DocuSigned by:
APPLICANT SIGNATURE  TITLE: President PHONE# 617-566-6660
88F98751682748D...
EMAIL ADDRESS jed@catamountventures.com

**VOTE OF CORPORATION**

DATE: 10/27/2020
 AT A MEETING OF THE BOARD OF DIRECTORS OF Brookline Booksmith, Corp.

HELD AT: 279-283 Harvard Street, Brookline, MA 02446 ON: 10/27/20

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

Application for Approval of Management Agreement (with Curds & Co., LLC) and Change of Manager of Record and Change of DBA

(TYPE OF LICENSE)

FOR THE YEAR 2020 TO BE EXERCISED ON THE PREMISES LOCATED AT
279-283 Harvard Street, Brookline, MA 02446

VOTED: TO AUTHORIZE Jed Smith TO
 SIGN

THE APPLICATION FOR THE LICENSES IN THE NAME OF Brookline Booksmith, Corp.

AND TO EXECUTE ON ITS
 BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE
 GRANTING OF THE LICENSE.

THIS CORPORATION HAS NOT BEEN RESOLVED.

A TRUE COPY

ATTEST:

DocuSigned by:
Judith A. Smith
 095481782248467
 CLERK Judy Smith

Change of Manager / Management Agreement

Applicant: Brookline Booksmith, Corp
DBA: Brookline Booksmith
Location: 279 Harvard Street, Brookline, MA 02446
Application Details: Change of Manager / Management Agreement

Application Details:

Question of approving the application of a Change of Manager from Peter Win to Johnathan Keith O'Brien for Brookline Booksmith, Corp. d/b/a Brookline Booksmith at 279 Harvard Street.

Question of approving the application for a Management Agreement with Curds & Co. LLC for Brookline Booksmith, Corp. d/b/a Brookline Booksmith at 279 Harvard Street.

Reports (Attached):

Police Department (Approved)

Checklist for Change of Manager / Management Agreement



- ☒ Cover Letter for Application with list of enclosed documents with page numbers
 - ☒ Filing Fee receipt paid to the Alcoholic Beverages Control Commission
 - ☒ Monetary Transmittal Form
 - ☒ Manager Application
 - ☒ CORI Authorization
 - ☒ Vote of Entity
 - ☒ License Interview Form
 - ☒ CORI release form
 - ☐ Three letters of reference
 - ☒ Proof of Citizenship (Manager must be a US citizen)
 - ☐ IN-PERSON class for the safe service of alcohol certification
 - ☐ Crowd Manager Certification from the Massachusetts Department of Fire Services (Manager of Record – If there is a bar regardless of number)
 - ☒ Management Agreement Application
 - ☒ Management Agreement
 - ☒ CORI Forms for all listed in Section 2 and attachments
-
- ☒ Report from Brookline Police Chief



BROOKLINE POLICE DEPARTMENT
Brookline, Massachusetts

MARK P. MORGAN
ACTING CHIEF OF POLICE

TO: Acting Chief Mark P. Morgan

FROM: Lt. Michael P. Murphy #31

DATE: 24 November 2020

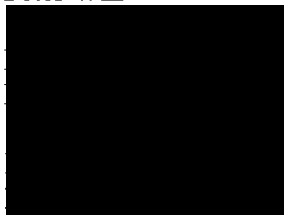
RE: Brookline Booksmith: New Manager of Record and Addition of Management Agreement with Curds & Co., LLC.

Sir,

On behalf of Brookline Booksmith Corp, d/b/a Brookline Booksmith, 279 Harvard St., Brookline MA 02446, Atty. Dennis A. Quilty, of the Law Office of McDermott, Quilty, and Miller LLP, 28 State St. Boston, MA 02109 has proposed a new Manager of Record, Johnathan K. O'Brien and also a new Management Agreement for Brookline Booksmith with Curds & Co., LLC.

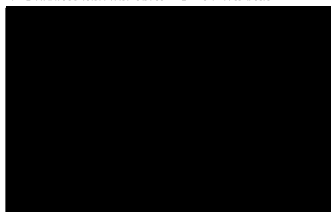
Current Manager of Record:

Peter Win



Proposed Manager of Record:

Johnathan K. O'Brien



Email: arbor.titan@gmail.com



6.A.

Brookline Booksmith Corp. is requesting that the Board approve Johnathan K. O'Brien as the Manager of Record for their food and liquor business. Mr. O'Brien is a US citizen over the age of 21 years and has never been a Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled. He attended Sussex County Community College in New Jersey and then Boston University. Mr. O'Brien has worked in the local food service industry for the past twelve years. He is not currently certified in the safe service of alcohol or as a Crowd Manager and if approved by the Select Board, will have to complete both prior to taking over at the Booksmith

I have sent Mr. O'Brien the Town's Alcoholic Beverages Regulations, with the highlights of those regulations. I will meet with him or conduct a Zoom meeting at a later date to review the regulations and what is expected requirements of a Manager of Record. This in-person meeting has been delayed due to the COVID -19 crises.

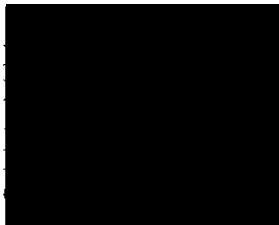
Mr. O'Brien has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's current policy against in-person fingerprinting. When Department fingerprinting resumes, if any negative information is revealed that would disqualify them from being named as a Manager of Record, a supplemental report will be submitted. A check of our Master Name Record system revealed no contacts with Mr. O'Brien. A query of other applicable law enforcement databases did not reveal any information that would disqualify him.

When Brookline Booksmith Corp. received their alcohol license, they stated that they intended to sell prepared food and alcohol with a seating capacity of 45 inside along with a 54 seat author reading area. According to the CV application, Booksmith Bistro will be fully enclosed within the Booksmith retail space. It will feature a full service bar and kitchen fully equipped to prepare and serve the Bistro's no-cook menu. The menu is designed to sell tapas, cicchetti and pinxtos and will support the bookstores author reading events as well as existing client base. During the non-author-reading hours, the service area will be limited to the bar and table area.

The Brookline Booksmith, through Managing Director Jed Smith, has entered into an agreement to have Curds & Company, LLC operate the food and liquor portion of the Booksmith. Curds & Company, LLC. is a brick and mortar cut to order cheese store located at 288 Washington St., Brookline. It is operated by Jennifer and Mathew Mason, 55 White Place, Brookline MA. They currently run the cheese store with twelve seats and have a license Section 15 liquor license to sell Wine and Malt. They are currently in good standing with this office.

Jed Smith

Brookline Booksmith Corp. Managing Director



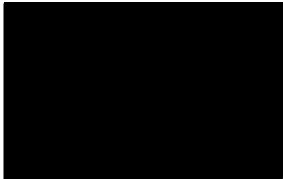
Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454

Jennifer T. Mason **Curds & Company, LLC Manager**



Email: jen@curdsandco.com

Matthew Mason **Curds & Company, LLC Member**



Email: matt@curdsandco.com

Ms. Jennifer Mason and Mr. Mathew Mason have yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's current policy against in-person fingerprinting. When Department fingerprinting resumes, if any negative information is revealed, the Brookline Booksmith license and their current Curds and Company LLC license will be reviewed. Their previous background checks were conducted in August of 2017 and did not show any negative information. A recent query of other applicable law enforcement databases did not reveal any information that would disqualify them.

At this time, I see no reason to oppose this application as long as Mr. O'Brien completes the following prior to taking over as Manager of Record:

- 1, Safe Service of Alcohol Certification
2. Crowd Manager Training Program.

All other paperwork appears in order.

Respectfully submitted,
Lt. Michael P. Murphy #31



**McDERMOTT
QUILTY &
MILLER LLP**

28 STATE STREET, SUITE 802
BOSTON, MA 02109

October 29, 2020

VIA FEDERAL EXPRESS

Board of Selectmen
Attn: Tiffany Souza
Town of Brookline
333 Washington Street
Brookline, Massachusetts 02445

**Re: Application for Approval of Management Agreement and Change of Manager
279-283 Harvard Street, Brookline, Massachusetts 02446
Brookline Booksmith, Corp.**

Dear Ms. Souza:

Following up from previous communications concerning the above-reference matter, enclosed herewith for filing with the Board of Selectmen on behalf of Brookline Booksmith, Corp. please find the following documents:

1. ABCC Monetary Transmittal Form;
2. ABCC Application for Change of Manager;
3. ABCC Application for Approval of Management Agreement;
4. CORI Request Forms (ABCC);
5. CORI Request Forms (Town of Brookline);
6. License Interview Forms (Town of Brookline – Management Entity, with Character References for Manager of Record);
7. U.S. Birth Certificate (Manager of Record);
8. State Tax Verification Form (Town of Brookline);
9. Certificate of Organization (Management Entity); and
10. Management Services Agreement.


As noted on the Monetary Transmittal Form, the \$200.00 payment due to the ABCC has already been processed by the applicant online. However, please also find enclosed herewith one (1) check payable to the Brookline TAB in the amount of \$10.50 for applicable advertising fee(s).

Please kindly place the foregoing application on the Board of Selectmen's agenda for a hearing on the earliest such available date. *Please kindly confirm the hearing date and the date on which the necessary legal advertisement will be published, so that the applicant may arrange for mailing of the abutter notices if necessary.*

6.A.

Should you have any questions and/or require any additional materials, please do not hesitate to contact me. Thank you for your attention and assistance in this matter.

Very truly yours,


Dennis A. Quilty

Enclosures

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: 2982fb7b-f396-4c15-a55d-c44de7851e9e

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	05423RS0116	\$200.00
		\$200.00

Total Convenience Fee: \$0.35

Date Paid: 10/29/2020 3:16:37 PM EDT

Total Amount Paid: \$200.35

Payment On Behalf Of

License Number or Business Name:
05423RS0116

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Jed

Last Name:
Smith

Address:
279 Harvard Street

City:
Brookline

State:
MA

Zip Code:
02446

Email Address:
rgazda@mqmllp.com

6.A.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

AMENDMENT-Change of Manager

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

05423-RS-0148

ENTITY/ LICENSEE NAME

Brookline Booksmith Corp.

ADDRESS

279-283 Harvard Street

CITY/TOWN

Brookline

STATE MA

ZIP CODE

02446

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input checked="" type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
TRANSMITTAL FORM ALONG WITH
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

6.A.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

AMENDMENT-Change of Manager☒ **Change of License Manager****1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
Brookline Booksmith Corp.	Brookline, MA	05423-RS-0148

2. APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Dennis A. Quilty, Esq.	Attorney	dquilty@mqmlp.com	617-946-4600

3A. MANAGER INFORMATION

The individual that has been appointed to manage and control of the licensed business and premises.

Proposed Manager Name	Johnathan Keith O'Brien	Date of Birth	[REDACTED]	SSN	[REDACTED]
Residential Address	[REDACTED]				
Email	arbor.titan@gmail.com		Phone	[REDACTED]	
Please indicate how many hours per week you intend to be on the licensed premises		30+	Last-Approved License Manager		
			Peter Win		

3B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? ☒ Yes ☐ No *Manager must be U.S. citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition
N/A			

3C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
		See attached Rider.		

3D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature

Date

10.28.12

6.A.
ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

Section 3C. Employment Information (Change of Manager)

2018-2020: Mamalehs, 1 Kendall Square Cambridge, MA
2017-2018: Grassona's Italian, 1704 Beacon Street, Brookline, MA
2015-2018: Grafton Group, 1230 Mass Avenue, Cambridge, MA
2012-2015: Tommy Doyles, 349 Watertown Street, Newton, MA
2011-2013: Unos, 100 Charles Park Road, Roxbury, MA
2008-2011: Restaurant Dante, 40 Edwin H Land Boulevard, Cambridge, MA

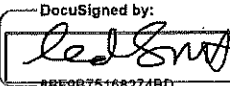
APPLICANT'S STATEMENT

We hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

ABCC Licensee Officer/LLC Manager

Signature: 
DocuSigned by: 8BF9B75168274BD...

Title: Jed Smith - President of Brookline Booksmith Corp.

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title: Jennifer Mason - LLC Manager of Curds & Co., LLC

Date: 10/26/2020

6.A.

APPLICANT'S STATEMENT

We hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

CORPORATE VOTE

The Board of Directors or LLC Managers of Brookline Booksmith Corp.
Entity Name

duly voted to apply to the Licensing Authority of Brookline and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 10/27/20
Date of Meeting

For the following transactions (Check all that apply):

☒ Change of Manager

☒ Other Approval of Management Agreement

"VOTED: To authorize

Jed Smith

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Jonathan O'Brien

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

 Corporate Officer /LLC Manager Signature

 (Print Name)

For Corporations ONLY

A true copy attest,

DocuSigned by:

Judith A Smith

US546178024B467...
 Corporation Clerk's Signature

Judy Smith

 (Print Name)

**VOTE OF CORPORATION**

DATE: 10/27/2020
 AT A MEETING OF THE BOARD OF DIRECTORS OF Brookline Booksmith, Corp.

HELD AT: 279-283 Harvard Street, Brookline, MA 02446 ON: 10/27/20

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

Application for Approval of Management Agreement (with Curds & Co., LLC) and Change of Manager of Record

(TYPE OF LICENSE)

FOR THE YEAR 2020 TO BE EXERCISED ON THE PREMISES LOCATED AT
279-283 Harvard Street, Brookline, MA 02446

VOTED: TO AUTHORIZE Jed Smith TO
 SIGN

THE APPLICATION FOR THE LICENSES IN THE NAME OF Brookline Booksmith, Corp.

AND TO EXECUTE ON ITS
 BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE
 GRANTING OF THE LICENSE.

THIS CORPORATION HAS NOT BEEN RESOLVED.

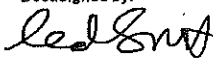
A TRUE COPY

ATTEST:

DocuSigned by:
Judith A Smith
 D9546178024B467
 CLERK Judy Smith

**STATE TAX VERIFICATION FORM**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

DocuSigned by:

 8BF8B751B8274BD...

***Signature of Individual**

Brookline Booksmith, Corp.

By: Corporate Officer

FID No. [REDACTED]

**** Social Security #**

Voluntary or Federal ID #

***This license will not be issued unless this certification clause is signed by the applicant.**

****Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.**



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO
CHAIRMAN

CORI REQUEST FORM

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offense Information. For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	05423-RS-0148	LICENSEE NAME:	Brookline Booksmith, Corp.	CITY/TOWN:	Brookline, MA
---	---------------	----------------	----------------------------	------------	---------------

APPLICANT INFORMATION

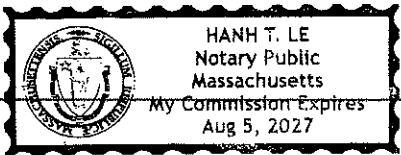
LAST NAME:	O'Brien	FIRST NAME:	Johnathan	MIDDLE NAME:	Keith			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	N/A	PLACE OF BIRTH:	Washington, DC					
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	N/A			
MOTHER'S MAIDEN NAME:	Sandra (Carey) Godlowski	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	5	8	WEIGHT:	164	EYE COLOR:	Hazel
CURRENT ADDRESS:	[REDACTED]							
CITY/TOWN:	Somerville	STATE:	MA	ZIP:	02143			
FORMER ADDRESS:	[REDACTED]							
CITY/TOWN:	Brighton	STATE:	MA	ZIP:	02134			

PRINT AND SIGN

PRINTED NAME:	Johnathan Keith O'Brien	APPLICANT/EMPLOYEE SIGNATURE:	[Signature]
---------------	-------------------------	-------------------------------	-------------

NOTARY INFORMATION

On this 28th, Oct 2020 before me, the undersigned notary public, personally appeared Johnathan Keith O'Brien
(name of document signer), proved to me through satisfactory evidence of identification, which were Mass Driver's license
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.



[Signature]
NOTARY



TOWN of BROOKLINE Massachusetts

CORI ACKNOWLEDGMENT FORM

I am an: (please check one)

- ☒ **Applicant** - Position: Manager of Record (Management Entity) Department/License: Brookline Booksmith Corp. (Licensee)
- ☐ **Volunteer** - Position: _____ Department: _____
- ☐ **Employee** - Position: _____ Department: _____
- ☐ **Contractor** - Company Name: _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

[Signature]
Applicant/Employee/Volunteer/Contractor Signature

10.28.20
Today's Date

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: O'Brien First Name: Johnathan MI: K.

Current Address: [Redacted]

Former Address(es): _____

Maiden Name or Alias (If Applicable): N/A Place of Birth: Washington, DC

Date of Birth: [Redacted] Last 6 digits of Social Security Number: [Redacted]

Sex: Male Height: 5 ft. 8 in. Race: Caucasian Eye Color: Hazel

State Driver's License Number (Include State): [Redacted] ID Theft Index PIN*: N/A

List any other name(s) or dates of birth that appear in DCJIS's database: N/A

Mother's Full Maiden Name: Sandra (Carey) Godlowski Father's Name: Dennis O'Brien

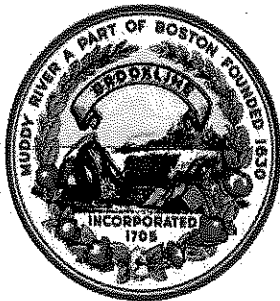
*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identify Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

For Official Use Only

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type) ☐ State Drivers License ☐ State Issued ID w/Photo ☐ Passport
☐ U.S. Military I.D. ☐ High School ID Card ☐ Other (obtain HR approval): _____

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Application for Approval of Management Agreement and Change of Manager of Record

NAME: Johnathan Keith O'Brien

ADDRESS: [REDACTED]

EMAIL ADDRESS: [REDACTED]

PHONE #: [REDACTED]

PLACE OF BIRTH: Washington, DC

FATHER'S NAME: Dennis O'Brien **MOTHER'S MAIDEN NAME:** Sandra (Carey) Godluvski

ARE YOU A CITIZEN? YES ☒ NO ☐ **ALIEN CARD #** _____

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 2015 - present **LOCATION:** [REDACTED]

DATE: 2015 - 2016 **LOCATION:** [REDACTED]

DATE: _____ **LOCATION:** _____

DATE: _____ **LOCATION:** _____

DATE: _____ **LOCATION:** _____

EDUCATION

DATE: 2004-2008 LOCATION: S.C.C.C / College Hill Rd Newton MS

DATE: 2008-2011 LOCATION: B.U. Boston MA

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

EMPLOYMENT HISTORY

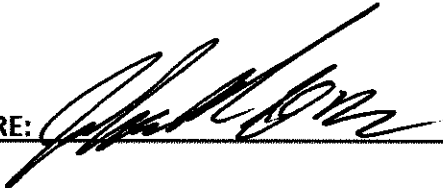
DATE: 2018-2020 LOCATION: Mamalehs, 1 Kendall Square
Cambridge, MA POSITION: _____

DATE: 2017-2018 LOCATION: Grassona's Italian, 1704
Beacon Street, Brookline, MA POSITION: _____

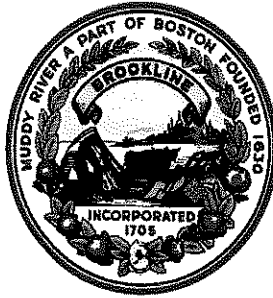
DATE: 2015-2018 LOCATION: Grafton Group, 1230 Mass.
Avenue, Cambridge, MA POSITION: _____

DATE: 2012-2015 LOCATION: Tommy Doyles, 349 Watertown
Street, Newton, MA POSITION: _____

DATE: 2011-2013 LOCATION: Unos, 100 Charles Park
Road, Roxbury, MA POSITION: _____

SIGNATURE:  DATE: 10.28.20

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

**LICENSE INTERVIEW FORM**

TYPE OF LICENSE APPLYING FOR: Application for Approval of Management Agreement (with Curds & Co., LLC) and Change of Manager of Record

NAME: Matthew Mason

ADDRESS: [REDACTED]

EMAIL ADDRESS: [REDACTED]

PHONE #: [REDACTED]

PLACE OF BIRTH: Detroit, MI

FATHER'S NAME: John W. Mason **MOTHER'S MAIDEN NAME:** Mildred A. Noble

ARE YOU A CITIZEN? YES ☒ NO ☐ **ALIEN CARD #** _____

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 6/1/07 - Present **LOCATION:** [REDACTED]

DATE: _____ **LOCATION:** [REDACTED]

DATE: _____ **LOCATION:** _____

DATE: _____ **LOCATION:** _____

DATE: _____ **LOCATION:** _____

EDUCATION

DATE: 9/89-12/93 **LOCATION:** University of Michigan, Ann Arbor

DATE: _____ **LOCATION:** _____

DATE: _____ **LOCATION:** _____

DATE: _____ **LOCATION:** _____

EMPLOYMENT HISTORY

DATE: 1994-Present **LOCATION:** Rand Worldwide
11201 Dolfield Blvd, Suite 112
Ownings Mills, MD 21117 **POSITION** _____

DATE: _____ **LOCATION:** _____ **POSITION** _____

DATE: _____ **LOCATION:** _____ **POSITION** _____

DATE: _____ **LOCATION:** _____ **POSITION** _____

DATE: _____ **LOCATION:** _____ **POSITION** _____

SIGNATURE: Matt M **DATE:** 9/29/20

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

**LICENSE INTERVIEW FORM**

TYPE OF LICENSE APPLYING FOR: Application for Approval of Management Agreement (with Curds & Co., LLC) and Change of Manager of Record

NAME: Jennifer Mason

ADDRESS: [REDACTED]

EMAIL ADDRESS: [REDACTED]

PHONE #: [REDACTED]

PLACE OF BIRTH: Talbot, MI

FATHER'S NAME: Robert Talbot

MOTHER'S MAIDEN NAME: Lucy Jean Gheldof Talbot

ARE YOU A CITIZEN? YES ☒ NO ☐ **ALIEN CARD #** _____

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 6/1/2007 **LOCATION:** [REDACTED]

DATE: _____ **LOCATION:** [REDACTED]

DATE: _____ **LOCATION:** _____

DATE: _____ **LOCATION:** _____

DATE: _____ **LOCATION:** _____

EDUCATION

DATE: 6/1989-5/92 **LOCATION:** University of Michigan

DATE: _____ **LOCATION:** _____

DATE: _____ **LOCATION:** _____

DATE: _____ **LOCATION:** _____

EMPLOYMENT HISTORY

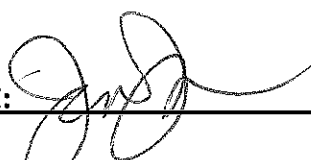
DATE: 2016-Present **LOCATION:** Curds & Co., LLC
288 Washington Street,
Brookline, MA 02445 **POSITION:** Owner/Operator

DATE: 2014-2016 **LOCATION:** C Space
290 Congress Street,
Boston, MA 02109 **POSITION:** Associate Director

DATE: 2009-2014 **LOCATION:** F&W Publications **POSITION:** Editor-in-Chief &
Director of Marketing

DATE: _____ **LOCATION:** _____ **POSITION:** _____

DATE: _____ **LOCATION:** _____ **POSITION:** _____

SIGNATURE:  **DATE:** 9/29/20

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

CERTIFICATION OF VITAL RECORD

GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH CERTIFICATE OF LIVE BIRTH

RECEIVED
DEPT. OF HUMAN SERVICES
1985 MAY -6 PM 2:30

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES

CERTIFICATE OF LIVE BIRTH

Certificate No. 108

Date Registered

1. CHILD'S NAME—FIRST, MIDDLE, LAST Johnathan Kieth O'Brien		2. DATE OF BIRTH (Mo./Day/Yr.) [REDACTED]		3. TIME OF BIRTH 12:14 A.M.	
4. SEX Male		5. LOCATION OF BIRTH—WASHINGTON, D.C.		6. HOSPITAL—NAME (IF NOT HOSPITAL, GIVE STREET, & NUMBER) WALTER REED ARMY MEDICAL CENTER	
7. MOTHER'S MAIDEN NAME—FIRST, MIDDLE, LAST Sandra [REDACTED]		8. AGE 31		9. STATE OF BIRTH New Jersey	
10. # OF PREVIOUS LIVING CHILDREN 1		11. MOTHER'S RESIDENCE—NUMBER AND STREET [REDACTED]		12. CITY, TOWN OR LOCATION Quantico	
13. COUNTY P.W.		14. STATE VA		15. MOTHER'S NAME AND MAILING ADDRESS Mrs. Sandra C. O'Brien [REDACTED]	
16. FATHER'S NAME—FIRST, MIDDLE, LAST Dennis Keith O'Brien		17. AGE 30		18. STATE OF BIRTH IF NOT U.S.A. NAME COUNTRY New Jersey	
I CERTIFY THAT PERSONAL INFORMATION ON THIS CERTIFICATE IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.					
19. SIGNATURE OF INFORMANT <i>Sandra C. O'Brien</i>		20. TYPED NAME OF INFORMANT Sandra C. O'Brien		21. RELATION TO CHILD Mother	
I CERTIFY THAT THIS CHILD WAS BORN ALIVE ON THE DATE, TIME AND PLACE STATED ABOVE.					
22. SIGNATURE OF CERTIFIER <i>Aly Brooks</i>		23. TYPED NAME AND TITLE OF CERTIFIER Alicia V. Brooks, CPT, MC			
24. DATE SIGNED 23 Apr 85		25. MAILING ADDRESS OF CERTIFIER WALTER REED ARMY MEDICAL CENTER WASHINGTON, DC 20307-5001			

DHS-647 11/83

4P518 wd79

DC205343

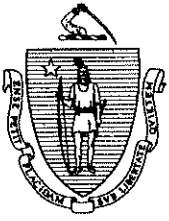
This is to certify that this is a true and correct reproduction or abstract of the official record filed with the Vital Records Division, Department of Health, District of Columbia.

DATE ISSUED

JUNE 20, 2002

Carl W. Wilson
Carl W. Wilson, Registrar

WARNING: IT IS UNLAWFUL TO MAKE COPIES OF THIS DOCUMENT AND PRESENT THEM AS AN OFFICIAL COPY OF AN ORIGINAL CERTIFICATE.



6.A.
The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

Management Agreement

- Management Agreement Application
- Management Agreement
- Vote of the Entity
- CORI Forms for all listed in Section 2 and attachments

1. LICENSEE INFORMATION

Entity Name Brookline Booksmith Corp.	Municipality Brookline, MA	ABCC License Number 05423-RS-0148
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APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name Dennis A. Quilty, Esq.	Title Attorney	Email dquilty@mqmlp.com	Phone 617-946-4600
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Please provide a narrative overview of the management agreement. Attach additional pages, if necessary.

Application for Approval of Management Agreement (with Curds and Co., LLC) and Change of Manager of Record (to Johnathan O'Brien)

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

2. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name Curds & Co., LLC	Address 55 White Place, Brookline, MA 02445	Phone 617-879-0565
--	--	-----------------------

Name of Principal Jennifer Mason	Residential Address [REDACTED]	SSN [REDACTED]	DOB [REDACTED]
Title and or Position LLC Manager (Curds & Co., LLC)	Percentage of Ownership 75% in Curds & Co., LLC 0% in Licensee	Director <input checked="" type="radio"/> Yes <input type="radio"/> No	US Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident <input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal Matthew Mason	Residential Address [REDACTED]	SSN [REDACTED]	DOB [REDACTED]
Title and or Position LLC Manager (Curds & Co., LLC)	Percentage of Ownership 25% in Curds & Co., LLC 0% in Licensee	Director <input checked="" type="radio"/> Yes <input type="radio"/> No	US Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident <input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director <input type="radio"/> Yes <input type="radio"/> No	US Citizen <input type="radio"/> Yes <input type="radio"/> No
			MA Resident <input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director <input type="radio"/> Yes <input type="radio"/> No	US Citizen <input type="radio"/> Yes <input type="radio"/> No
			MA Resident <input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

3. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 2, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Curds & Co., LLC	Section 15	Curds & Co., LLC	Brookline, MA

4. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 2, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

5. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 2, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

6. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 3, 4 or 5 ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☒ No ☐

If yes, please provide a narrative description below:

See Article IV, Section 4.2 of Management Services Agreement

b. Will the licensee retain control of the business finances?

Yes ☒ No ☐

If yes, please provide a narrative description below:

See Article III, Sections 1.1 and 1.2 of Management Services Agreement

c. Does the management entity handle the payroll for the business?

Yes ☒ No ☐

If yes, please provide a narrative description below:

See Article II, Section 1.3 of Management Services Agreement

d. Management Term Begin Date

Upon ABCG approval

e. Management Term End Date

6 month initial term

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)☐ % of alcohol sales (indicate percentage)☐ % of overall sales (indicate percentage)☒ other (please explain)

See Article III, Section 1.6 of Management Services Agreement. Management entity entitled to 50% of gross profits after payment of Operating Expenses.

6.A.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)	05423-RS-0148	LICENSEE NAME:	Brookline Booksmith, Corp.	CITY/TOWN:	Brookline, MA
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APPLICANT INFORMATION

LAST NAME:	Mason	FIRST NAME:	Jennifer	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):	Talbot	PLACE OF BIRTH:	Talbot, MA Southfield, Talbot		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	N/A
MOTHER'S MAIDEN NAME:	Lucy Jean Gheldof Talbot	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	FEMALE	HEIGHT:	5	9	WEIGHT: 275 EYE COLOR: Brown
CURRENT ADDRESS:	55 White Place				
CITY/TOWN:	Brookline	STATE:	MA	ZIP:	02445
FORMER ADDRESS:	25 Elm Street				
CITY/TOWN:	Brookline	STATE:	MA	ZIP:	02445

PRINT AND SIGN

PRINTED NAME:	Jennifer Mason	APPLICANT/EMPLOYEE SIGNATURE:	<i>Jennifer Mason</i>
---------------	----------------	-------------------------------	-----------------------

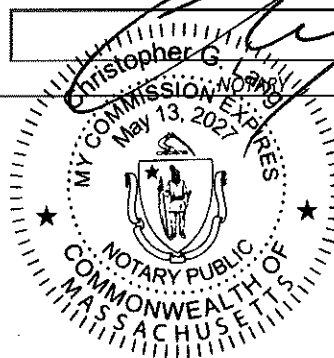
NOTARY INFORMATION

On this	1st day of October 2020	before me, the undersigned notary public, personally appeared	Jennifer Mason
(name of document signer), proved to me through satisfactory evidence of identification, which were		MA driver's license	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
<div style="text-align: center;"> </div>			

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.





6.A.
Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)	05423-RS-0148	LICENSEE NAME:	Brookline Booksmith, Corp.	CITY/TOWN:	Brookline, MA
--	---------------	----------------	----------------------------	------------	---------------

APPLICANT INFORMATION

LAST NAME:	Mason	FIRST NAME:	Matthew	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):	N/A	PLACE OF BIRTH:	Detroit, MI		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	N/A
MOTHER'S MAIDEN NAME:	Noble	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Alabama MA
GENDER:	MALE	HEIGHT:	6	WEIGHT:	209
			D	EYE COLOR:	Blue
CURRENT ADDRESS:	55 White Place				
CITY/TOWN:	Brookline	STATE:	MA	ZIP:	02445
FORMER ADDRESS:	25 Elm Street				
CITY/TOWN:	Brookline	STATE:	MA	ZIP:	02445

PRINT AND SIGN

PRINTED NAME:	Matthew Mason	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	---------------	-------------------------------	--

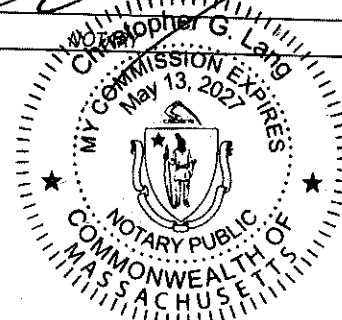
NOTARY INFORMATION

On this 1st day of October 2020 before me, the undersigned notary public, personally appeared Matthew Mason
(name of document signer), proved to me through satisfactory evidence of identification, which were MA driver's license
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCII via mail or by fax to (617) 660-4614.





TOWN of BROOKLINE

Massachusetts

CORI ACKNOWLEDGMENT FORM

I am an: (please check one)

- ☒ **Applicant** - Position: LLC Manager (Management Entity) Department/License: Brookline Booksmith Corp. (Licensee)
- ☐ **Volunteer** - Position: _____ Department: _____
- ☐ **Employee** - Position: _____ Department: _____
- ☐ **Contractor** - Company Name: _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Matthew Mason
Applicant/Employee/Volunteer/Contractor Signature

9/29/20
Today's Date

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Mason First Name: Matthew MI: _____

Current Address: _____

Former Address(es): _____

Maiden Name or Alias (if Applicable): N/A Place of Birth: Detroit, MI

Date of Birth: _____ Last 6 digits of Social Security Number: _____

Sex: Male Height: 6 ft. 1 in. Race: Caucasian Eye Color: Blue

State Driver's License Number (Include State): _____ ID Theft Index PIN*: N/A

List any other name(s) or dates of birth that appear in DCJIS's database: N/A

Mother's Full Maiden Name: Millicent A. Noble Father's Name: John W. Mason

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

For Official Use Only

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type) ☐ State Drivers License ☐ State Issued ID w/Photo ☐ Passport
☐ U.S. Military I.D. ☐ High School ID Card ☐ Other (obtain HR approval): _____

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____



TOWN of BROOKLINE Massachusetts

CORI ACKNOWLEDGMENT FORM

I am an: (please check one)

- ☒ **Applicant** - Position: LLC Manager (Management Entity) Department/License: Brookline Booksmith Corp. (Licensee)
- ☐ **Volunteer** - Position: _____ Department: _____
- ☐ **Employee** - Position: _____ Department: _____
- ☐ **Contractor** - Company Name: _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

[Signature]
Applicant/Employee/Volunteer/Contractor Signature

9/29/20
Today's Date

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Mason First Name: Jennifer MI: _____

Current Address: [Redacted]

Former Address: [Redacted]

Maiden Name or Alias (If Applicable): Talbot Place of Birth: Talbot, MI

Date of Birth: [Redacted] Last 6 digits of Social Security Number: [Redacted]

Sex: Female Height: 5 ft. 9 in. Race: Caucasian Eye Color: Brown

State Driver's License Number (Include State): [Redacted] ID Theft Index PIN*: N/A

List any other name(s) or dates of birth that appear in DCJIS's database: N/A

Mother's Full Maiden Name: Lucy Jean Gheldof Talbot Father's Name: Robert Talbot

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identify Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

For Official Use Only

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type) ☐ State Drivers License ☐ State Issued ID w/Photo ☐ Passport ☐ U.S. Military I.D. ☐ High School ID Card ☐ Other (obtain HR approval): _____

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (the “**Agreement**”) is made and entered into as of this ²⁹ day of September 2020, by and between Curds & Co., LLC (hereinafter, “**Manager**”), and Brookline Booksmith Corp. (hereinafter, “**Licensee**”).

WITNESSETH

WHEREAS, Licensee leases certain space located at 279-285 Harvard Street, Brookline, Massachusetts 02445 (the “**Leased Premises**”) from Security Realty Trust (“**Owner**”), pursuant to the terms of that certain Lease Agreement, as most recently amended by a Fourth Amendment to Lease dated June 10, 2016, by and between Owner, as landlord, and Licensee, as tenant.

WHEREAS, Licensee desires to obtain the benefits of Manager’s expertise in the management and operation of a café, food and beverage service business within the Leased Premises, which is to include the café area, kitchen and kitchen storage area, small office, corridors and bathroom as shown on the Leased Premises’ floor plan (the “**Restaurant**”), and to utilize Manager’s supervision of the Restaurant and Manager desires to assume management responsibilities for the Restaurant pursuant to the terms and conditions of this Agreement;

WHEREAS, Manager has agreed to assume and perform Licensee’s obligations for the operation of a café, food and beverage service business, including the sale and service of alcoholic beverages for on-site consumption at the Restaurant;

WHEREAS, Licensee has acquired a certain Liquor License (ABCC License No. 05423-RS-0148) issued by the Brookline Board of Selectmen (the “**Board**”) and the Massachusetts Alcoholic Beverages Control Commission for use at the Leased Premises and Restaurant;

WHEREAS, Licensee is in the process of building out the Restaurant space within the Leased Premises and desires Manager’s experience and expertise in the planning, oversight, and completion of the build-out of said space, as well as the creation of a menu and food and beverage program for the Restaurant; and

WHEREAS, Manager has experience in the successful operation of cafes and restaurants, and is familiar with the rules and regulations concerning the service and sale of alcohol.

NOW THEREFORE, in consideration of the mutual covenants and benefits contained herein, the parties agree as follows:

ARTICLE I

SCOPE OF SERVICES

1.1 **Scope of Services.** Manager shall, subject to the review of Licensee and its approved Manager of Record in accordance with M.G.L c. 138, Section 26, provide for the operation, management and provision of the food service, and alcoholic beverage service of the

Restaurant at the Licensed Premises. Manager will provide such services during the term of this Agreement in accordance with the terms and conditions herein contained.

The performance of all activities of Manager hereunder shall be carried out under Manager's entity name, Curds & Co., LLC, as manager in the name of, at the direction of, and in the account of Licensee. It is expressly understood and agreed between the parties hereto, that Licensee, as the holder of the Liquor License, shall at all times have and maintain exclusive control and occupancy of the Restaurant and the Licensed Premises and every phase of storage, distribution, sales, transportation and possession of alcoholic beverages purchased, stored, served and sold on the Licensed Premises.

ARTICLE II

SERVICES OF MANAGER

1.1 **Management of Operation.** Manager will provide such management, supervisory, advisory, and administrative services as advisable and reasonably necessary to carry out the business of the Restaurant. Such services will include negotiating, on behalf of Licensee, service contracts required in the ordinary course of business; providing advice regarding the marketing and advertising, and sales of food and beverages; advising, supervising and consulting with Licensee regarding operational matters; and generally providing day-to-day supervision and direction for the operation of the Restaurant, specifically including all services necessary for the food and beverage and packaging program at the Licensed Premises. The Manager shall finalize a food and beverage program and menu for Licensee's approval prior to its implementation at the Restaurant, as well as collaborate with Licensee in terms of the branding strategy of the Restaurant, signage, and the Restaurant's name. The Manager understands and acknowledges that the Restaurant space is located within and/or abutting the "Brookline Booksmith" book shop, and that the hours of the Restaurant shall mirror that of the book shop, with no deviation unless previously approved by Licensee. The Licensee must first affirmatively approve any and all other contracts or agreements which the Manager intends to enter into, on behalf of Licensee, pursuant to this paragraph or as otherwise set forth in this Agreement for the operation of the Restaurant.

1.2 **Procurement.** Manager will purchase for Licensee's account all supplies, equipment and outside services needed in the operation of the Restaurant. Manager shall coordinate vendor sources and use reasonable efforts to purchase such items and services from dependable suppliers at competitive prices, taking into account the quality and quantity required by Licensee for the necessary and proper conduct of the operation of the business and ancillary services. All such procurement shall be for the account of Licensee and an Operating Expense which Manager shall cause to be paid from the Operating Account (as hereinafter defined). In addition to the foregoing, the Manager shall also source and acquire all merchandising displays and other related equipment necessary for the operation of the Restaurant. Notwithstanding the foregoing, the Licensee must first affirmatively approve any and all contracts or agreements which the Manager intends to enter into, on behalf of Licensee, pursuant to this paragraph or as otherwise set forth in this Agreement.

6.A.

1.3 Personnel.

(a) Notwithstanding anything to the contrary herein, the sale and service of alcoholic beverages by Manager shall be under the direction and control of Licensee and shall be conducted with due diligence, and in accordance with the standards maintained in like businesses in the Commonwealth of Massachusetts, and shall not be in violation of the Rules and Regulations of the Board or the Alcoholic Beverages Control Commission (the “ABCC”), M.G.L. c. 138 or any other applicable law or regulation in force thereunder (collectively the “Liquor Laws”).

(b) Manager will furnish an operations manager and such other employees necessary to perform services for the benefit of Licensee at the Restaurant as defined in this Agreement. Manager’s employees will be compensated in accordance with standard salary policies, and the cost of such employees shall be an Operating Expense of Curds & Co., LLC. The Manager shall ensure that all such personnel hired, including but not limited to the operations manager, servers, waitstaff, and all such other persons employed at the Restaurant by Manager for the operation as defined in this Agreement, are paid on an hourly basis, with the exception of full-time onsite staff which Manager has the option of paying by salary, and shall be placed on a payroll account maintained by the Manager in the name of Curds & Co., LLC. Manager shall be responsible for ensuring all payroll taxes and other obligations are deducted and accounted for in accordance with the laws of the Commonwealth of Massachusetts and the United States of America.

(c) Manager shall at all times maintain the Liquor License in good standing under the Liquor Laws, shall be responsible for ensuring its annual renewal throughout the terms of the Agreement only, and shall otherwise obtain and maintain all such additional and ancillary permits required for the opening and operation of the Restaurant at the Licensed Premise. Licensee will be responsible for payments of any permits, fees, or costs associated with maintaining the Liquor License in good standing.

(d) Manager will train, supervise, direct, discipline, and, if necessary, discharge personnel working at the Restaurant in accordance with the personnel policies set forth by Manager. Manager shall develop a staff code of conduct and staff operations plan approved by Licensee in order to optimize workflow and the Restaurant operations as defined herein. The Manager shall obtain Licensee’s approval of this staff operations plan and staff code of conduct prior to initiating services at the Restaurant. Licensee shall retain the right to dismiss any employee or personnel working at the Restaurant who fail to abide by the terms of said plans. The Manager hereby acknowledges and understands that the Licensee values and endeavors to cultivate a diverse workforce at the Restaurant, and that the Manager shall take all reasonable and lawful efforts to include diversity factors in its hiring practices. All personnel directly or indirectly involved with the sale and service of alcoholic beverages will be certified by an alcoholic beverage service school approved pursuant to the Liquor Laws and any other applicable laws of the Commonwealth of Massachusetts.

(e) The Licensee agrees to have a designated agent, contractor or employee that will be responsible for approving or rejecting the Manager’s decisions regarding the construction of

the Restaurant. Decisions requiring Licensee's approval will be provided within a 24-hour period as time is of the essence regarding this contractual relationship.

1.4 **Cleaning, Maintenance and Repairs.** Manager will be responsible for maintaining the Restaurant, Restaurant space, and all equipment in good condition and repair, reasonable wear and tear excepted. Manager will provide cleaning service of the Restaurant and kitchen space and will operate the Restaurant according to the highest sanitary standards and in compliance with all applicable health and sanitation laws and regulations, and in accordance with the Lease. Upon request, Manager shall provide Licensee with copies of any and all outside contracts including contact information and proof of payment and Manager shall further provide Licensee with any revised or additional outside contracts as the same may change from time to time. Notwithstanding the foregoing, the outside contracts shall list Manager as a party to the same, and Licensee, unless specifically obligated to do so, in no way assumes any duty or obligation of Manager set out in said outside contracts. Notwithstanding the foregoing, the Licensee must first affirmatively approve any and all contracts or agreements which the Manager intends to enter into, on behalf of Licensee, pursuant to this paragraph or as otherwise set forth in this Agreement. Licensee's approval of said contracts or agreements shall not be unreasonably withheld or delayed. In addition to the foregoing, the Manager shall also share a responsibility for the maintenance and cleaning for the additional shared bathroom which services the Restaurant space within the Leased Premises. Manager hereby agrees to arrange for, oversee and properly maintain extermination services for the Restaurant at the sole expense of Licensee.

1.5 **Books, Account, Records.**

(a) Manager shall maintain complete and accurate books of account, reflecting all sales, gross receipts and tax records and returns and all of the business activities of the Restaurant, and will comply with generally accepted accounting principles. Such books and records will reflect the gross receipts of all food and beverage sales and service charges made by Manager. All such records and books will be kept and prepared in accordance with good accounting and management practices. Such books and records shall be available for inspection and audit by Licensee, its agents or employees at the Licensed Premises at any time during the Restaurant's business hours upon twenty-four (24) hours written notice.

(b) Manager shall operate on a monthly accounting period (the "**Accounting Period**") and furnish Licensee with an operating statement detailing the Restaurant activity (the "**Operating Statement**") within thirty (30) days following the close of each Accounting Period. Without limiting the foregoing, the Operating Statement shall detail any and all deposits, withdrawals, daily revenue figures, weekly revenues by product category, a monthly profit and loss statement, and all payments made from the Operating Account.

(c) Manager will provide full payroll and accounting services, including computer services (all of which may be pursuant to an outside contract) in accordance with usual accounting procedures. Such services will include, but not be limited to, the preparation of regular sales and purchase reports, profit and loss statements, and gross receipts tax returns.

6.A.

(d) Manager will supply Licensee with sufficient information to discharge State Tax and Federal Income Tax reporting requirements not later than fourteen (14) business days following Licensee's request for the same.

1.6 Compliance with Applicable Law.

(a) Licensee will pay for any costs, payments, permit fees or licenses that Manager shall be required to make to assure that the Liquor License remains in good standing with the Commonwealth of Massachusetts Department of Revenue, the Commonwealth of Massachusetts Division of Unemployment Assistance, the Commonwealth of Massachusetts Division of Industrial Accidents and all liquor wholesalers, and Manager shall provide proof of payment of these obligations within twenty-four hours of a written request by Licensee for evidence of said payments.

(b) Manager and Licensee shall comply with all laws, orders and regulations of federal, state, county and city authorities, and with any and all requirements of the Liquor License, and shall operate the Restaurant with due diligence and in accordance with the standards set forth in the Lease, and shall not be in violation of the Rules and Regulations of the Board or ABCC or the Liquor Laws.

(c) Manager acknowledges and agrees that the Liquor License shall be and remain the property of Licensee (or its designee) which holds the Liquor License. Without limiting the generality of the foregoing, in confirmation of the foregoing, at Licensee's request upon such expiration or earlier termination of the term of the Lease, Manager shall execute such instruments, documents and filings as may be necessary to withdraw Manager (and all employees, owners, or other designees of Manager as on site or resident manager under the Liquor License as provided hereunder) from the filings or applications made with respect to the Liquor License and to substitute Licensee or any designee of Licensee in place of Manager (or such persons acting under or through Manager) with respect to the Liquor License and subject to the approval of the city and state licensing authorities (collectively, the "**Licensing Authorities**"). Manager shall not grant any security interest in, pledge or collaterally assign, or grant any other interest in the Liquor License or any rights in connection therewith. At all times until such approved replacement manager is appointed, Manager shall take all actions required to maintain such Liquor License in full force and effect and, if requested from time to time by Licensee or its designee, Manager shall take such other lawful and reasonable steps as may be necessary to maintain the Liquor License in effect for the Leased Premises or to facilitate the continuing use of the Liquor License by Licensee.

ARTICLE III

FINANCIAL ARRANGEMENTS

1.1 Payment of Costs and Expenses. Manager will pay and discharge all the just and due bills presented to it on behalf of Licensee from Manager's main Operating Account, and insure orderly discharge of such bills within forty-five (45) days of their presentation unless otherwise indicated on invoices or agreed to with Licensee. In the event Manager has cause to dispute any bill or invoice presented by any vendor with respect to the Restaurant, written notice

of such dispute shall be made to Licensee within five (5) days after Manager's determination that it has cause to dispute such bill or invoice. Notwithstanding anything to the contrary contained herein, all expenses to appropriately paid by Manager of behalf of Licensee, including but not limited to any Operating Expense defined herein, must first be approved by Licensee prior to payment by Manager.

1.2 **Cash Receipts.** Manager, acting as agent for Licensee, shall, on behalf of Licensee, deposit all receipts relating to the Restaurant in a segregated management account (the "**Operating Account**"), maintained at a bank approved by both parties. The Operating Account shall be opened and maintained by Manager in accordance with the instructions hereinafter set forth. In no event shall any proceeds from the operation of the Restaurant be commingled with other funds of Manager, except and to the extent that such proceeds are paid to Manager pursuant to the terms of this Agreement. Manager shall provide Licensee with a monthly report detailing all deposits, withdrawals and payments made from the Operating Account, and copies of any and all statements generated or issued regarding the Operating Account.

1.3 **Deposits.** Manager shall collect all revenues from the operation of the Restaurant and shall insure that all deposits are made on a weekly basis into the Operating Account.

1.4 **Payments by Manager.**

(a) Manager shall make timely payment from the Operating Account of all day-to-day operating expenses, and for the cost of all consumable items, inventories and Manager's Management Fee.

(b) Licensee hereby consents to the payment of all Operating Expenses, as hereinafter defined, from the Operating Account.

(c) It is understood and agreed that everything done by Manager in the performance of its obligations hereunder, and all expenses incurred pursuant thereto shall be for and on behalf of Licensee and for Licensee's account.

(d) Licensee hereby consents to being responsible for the payment of all utilities used in connection with the operation of the Restaurant.

1.5 **Operating Expenses.** The term "**Operating Expenses**" means all costs and expenses incurred in connection with the operation of the Restaurant, including reimbursement for salaries, wages, benefits and other costs of each employee working in the Restaurant; the cost of consumable inventories, supplies, utensils and other goods (including the replacement of glassware); repair, replacement and maintenance of equipment; office expenses, liability insurance, all taxes or charges levied or assessed with respect to the Restaurant, including taxes levied or assessed on wages, salaries, beverages, sales, and Manager's property, if any, used in the Restaurant, and any penalties, fines, interest and other expenses reasonably incurred in connection with any protest or litigation of such taxes; or other charges attributable to the Restaurant, excluding expenses which are paid directly by Licensee. Operating Expenses shall

6.A.

include all costs and expenses related to the operation of the Restaurant including but not limited to the following Operating Expenses which shall be payable in the order set forth herein below:

(a) Any and all insurance payments including but not limited to Licensee's Liquor Liability Insurance;

(b) Any and all amounts owed taxing and regulatory agencies related to the operation of the Restaurant, including but not limited to taxes levied or assessed on wages, salaries, beverages and sales;

(c) Any and all payments due and owing purveyors of alcoholic beverages; and

(d) Any and all other costs and expenses related to operation, upkeep, sanitation and maintenance of the Restaurant including but not limited to all payments due employees, and legal and accounting fees related to the operation of the Restaurant.

1.6 **Management Fee.** Licensee agrees to pay Manager a management fee equal to fifty (50.0%) percent of the gross profits of all restaurant and café operations (i.e., the "Restaurant" use) at the Licensed Premises after payment of the Operating Expenses. Manager hereby agrees that its only compensation shall be in the form of the Management Fee and that it is specifically precluded from receiving any other compensation from the Restaurant whether in the form of a salary or otherwise, with the exception of being reimbursed advanced operating expenses as set forth in Section 3.3 herein.

ARTICLE IV

TERM AND TERMINATION

4.1 **Term.** This Agreement shall commence upon the final approval of same by the Licensing Authorities, and shall have an initial term of six (6) months. At the end of this initial term, the Licensee and Manager may elect to extend the term of this Agreement, or amend certain of its terms, only by further written agreement to be implemented by no later than June 2021.

4.2 **Termination.** This Agreement may be terminated as follows:

(a) Licensee may terminate this Agreement at any time upon one hundred eighty (180) days' prior written notice to Manager.

(b) Manager may terminate this Agreement at any time upon one hundred and eighty (180) days prior written notice to Licensee.

(c) In the event that Manager defaults under any of its obligations under this Agreement, including a failure to make the payments of Operating Expenses as contemplated herein, including but not limited to the specific order of the Operating Expenses, and such default continues for more than thirty (30) days following written notice thereof from Licensee, Licensee may terminate this Agreement upon thirty (30) days' prior written notice. During said

thirty (30) day period, Manager shall have the right to cure said default and/or make satisfactory arrangements for payment of any monetary amounts in connection with the same. Upon furnishing proof of cure (including payment of any monetary amounts) or satisfactory arrangement for cure (including payment of any monetary amounts) of the same within the thirty (30) day period, Licensee's termination notice shall be deemed null and void and this Agreement shall remain in full force and effect.

(d) In the event that Manager's actions or inactions cause Licensee to appear before any governmental agency as it relates to the licenses and permits necessary to operate the Restaurant, including but not limited to hearings before the ABCC or the Board resulting in final disposition of a sanction in excess of a ten (10)-day suspension in the same calendar year, Licensee may terminate this Agreement immediately upon written notice. Any waiver by Licensee of its right to terminate pursuant to this paragraph in a specific sanction does not prohibit Licensee from exercising its rights hereunder for any future sanction.

(e) If Manager shall be declared bankrupt or if an assignment is made of its property for the benefit of its creditors, or if a receiver, trustee in bankruptcy or other similar officer is appointed to take charge of all or any substantial part of Manager's property by a court of competent jurisdiction and such proceedings are not dismissed within sixty (60) days after they are begun, or if Manager files a petition for a reorganization or arrangement under any provision of the Bankruptcy Act now or hereinafter enacted and providing a plan for debtor to settle, satisfy or extend the time for the payments of debts, then, and in any of the said cases, notwithstanding any license or any former breach of covenant or waiver of the benefit hereof or consent in a former instance Licensee may immediately or at any time thereafter terminate this Agreement with ten (10) days' prior written notice to Manager.

(f) In the event of any termination under this Section 4.2, Manager shall within fourteen (14) days of termination of this Agreement remove any and all perishable food items from the Licensed Premises and any assets on the premises which belong to Manager and deliver the keys to the Licensed Premises and Restaurant to Licensee.

ARTICLE V

INDEMNIFICATIONS

5.1 **Manager's Indemnification.** Manager agrees to indemnify, guaranty and holds harmless Licensee, its agents, employees, officers, directors, shareholders, successors and assigns, against any and all liabilities arising from the operation of the Restaurant at the Licensed Premises and its management of said business and from any and all claims, actions and causes of action, both in tort and contract, occurring during Manager's tenure under this Agreement, effective as of the date of execution hereof; and Manager covenants to pay and support all manner of actions, claims, and causes of actions, suits, including costs of defense incurred by Licensee, and demands of whatever nature, arising in either contract or tort law or in equity, which may arise against Licensee or Manager as a result of, the operation by Manager of the Restaurant, as well as any causes of action of employees hired by Manager for the Restaurant pursuant to this Agreement, under those permits issued by the Licensing Authorities or any other state agency to the Licensee. This indemnification is effective from the date of execution hereof.

6.A.

for all operations conducted at the Restaurant by Manager. Manager agrees to give written notice to Licensee promptly after receiving notice of any claim against Licensee covered by the foregoing indemnification. Notwithstanding the foregoing, the Manager liability for indemnification hereunder shall be limited solely to the extent that such liability is insured and covered by Manager's applicable property, liquor liability, and general liability insurance coverages. Neither party shall be liable to the other for consequential, incidental, remote or punitive damages resulting from the covenants and/or obligations agreed to under this Agreement. The foregoing indemnification shall survive the expiration or earlier termination of this Agreement.

5.2 **Licensee's Indemnification:** Licensee agrees to indemnify and hold harmless Manager, its agents, employees, officers, directors, shareholders, successors and assigns, in full, from and against any claims, demands, causes of action and judgments (including reasonable attorney's fees and costs) brought by any third party arising out of, caused by, relating to, or in connection with any action or inaction of Licensee in providing services under this Agreement, provided that Manager provides prompt written notice of the assertion of any such claim.

ARTICLE VI

MISCELLANEOUS

6.1 **Consent.** Except as herein otherwise provided, whenever in the Agreement the consent or approval of Licensee or Manager is required, such consent or approval shall not be unreasonably withheld. Such consent shall also be in writing only and shall be duly executed by an authorized officer or agent of the party granting such consent of approval. Failure on the part of either party to complain of any non-action on the part of the other under this Agreement, no matter how long the same may continue, shall never be deemed to be a waiver by either party of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereunder shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by either party to or of any action of the other under this Agreement requiring consent or approval shall not be deemed to waive or render unnecessary each party's consent or approval to or of any subsequent act by the other.

6.2 **Intellectual Property:** The parties hereto hereby acknowledge and agree that Licensee and Manager shall together develop a branding and marketing scheme for the Restaurant, and that all menu recipes that are determined, agreed to by Licensee and implemented at the Restaurant shall remain the sole and exclusive property of Manager upon termination of this Agreement. Licensee agrees to use such menu recipes solely in connection with this Agreement and for no other purpose, and that such menu recipes shall be returned to Manager upon termination of this Agreement. The parties further acknowledge and agree that all names, trademarks or service marks formulated, designed, used or implemented at the Restaurant, including the name and any logos associated with the name "The Novel Kitchen," shall be the sole and exclusive property of Licensee and shall remain the property of Licensee upon termination of this Agreement. All such other materials, ideations and marketing materials co-developed by the Licensee and Manager under this Agreement shall remain the property of both parties after the termination of this Agreement.

6.3 **COVID-19:** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to a closing of the Restaurant caused by an Act of God, declared state of emergency or public health emergency, pandemic specifically relating to COVID-19, or a state or federal government mandated quarantine resulting from the COVID-19 pandemic. The parties further agree to indemnify, defend and hold harmless each other from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, to the infection of COVID-19 or any other illness or injury to or from any employee, independent contractor, agent, customer or persons of any kind relating to or arising from the Restaurant.

6.4 **No Partnership.** Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Licensee, its successors or assigns, on the one part, and Manager, its successors or assigns, on the other part.

6.5 **Modification.** This Agreement cannot be changed or modified except by another agreement in writing signed by the party sought to be charged therewith or by its duly authorized agent.

6.6 **Assignment.** Manager shall not assign or transfer this Management Agreement without the prior express written consent of Licensee, said consent being expressly subject to the sole discretion of Licensee.

6.7 **Non-Recourse.** Notwithstanding any provisions herein to the contrary, the parties acknowledge and agree that any obligation of Licensee to pay any amounts hereunder shall be limited to amounts from time to time deposited into the Operating Account, and no judgment may be taken or sought against Licensee with respect to any obligation of Licensee hereunder.

6.8 **No-Third Party Beneficiary.** The parties acknowledge and agree that there are no third party beneficiaries of this Agreement.

6.9 **No Alterations To Cause Breach.** Manager shall cause no alterations to the Premises without the written consent of Licenser and in no event shall any such alterations be in violation of the Sublease and/or Lease.

6.10 **Binding or Successors.** This Agreement shall be binding upon Licensee and its heirs, executors, administrators, representatives, successors, and assigns and shall inure to the benefit of Manager and Manager's successors and assigns.

6.11 **Counterparts.** This Agreement may be executed in any number of counterparts including facsimiles, each of which shall be deemed to be an original.

6.12 **Insurance Coverage.** Notwithstanding anything to the contrary contained in this Agreement, the Manager shall maintain general liability insurance, worker's compensation

insurance, liquor liability insurance, auto liability insurance (to the extent applicable), and umbrella liability insurance coverage in the aggregate amount of \$6,000,000.00 (\$1,000,000.00 primary and \$5,000,000.00 umbrella), insuring the operations envisioned hereunder and the Licensee.

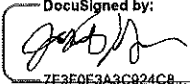
6.13 Build-Out of Restaurant Space. As stated herein, the Licensee is in the process of building out the Restaurant space within the Leased Premises and desires Manager's experience and expertise in the planning, oversight, and completion of the build-out of said space. The parties hereto acknowledge and agree that the Licensee shall be solely responsible for all reasonable expenses incurred in building-out and rendering the Restaurant space operable and in order to open it to the public, including all costs associated with construction and permitting, which shall not be an Operating Expense and which Manager shall not be financially responsible for. However, pursuant to this Agreement and notwithstanding the Licensee funding the build-out of the Restaurant space, the Manager shall, on behalf of Licensee, be the primary party responsible for obtaining and maintaining all such necessary permits, inspections and other licenses for the Restaurant's operation, as well as overseeing all construction plans for the build-out of the Restaurant space on behalf of Licensee. Notwithstanding the foregoing, the Licensee must first affirmatively approve any and all contracts or agreements which the Manager intends to enter into, on behalf of Licensee, pursuant to this paragraph or as otherwise set forth in this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have signed this Agreement as a sealed instrument as of the date first set forth above.

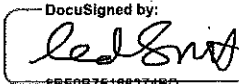
MANAGER:

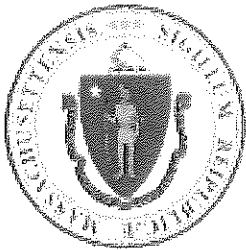
CURDS & CO., LLC

By: 
Name: Jenn Mason
Title: Owner

LICENSEE:

BROOKLINE BOOKSMITH CORP.

By: 
Name: Jed Smith
Title: Managing Director



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization
 (General Laws, Chapter)

Identification Number: [REDACTED]

1. The exact name of the limited liability company is: CURDS & CO. LLC

2a. Location of its principal office:

No. and Street: 55 WHITE PLACE
 City or Town: BROOKLINE State: MA Zip: 02445 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 55 WHITE PLACE
 City or Town: BROOKLINE State: MA Zip: 02445 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
SPECIALTY FOOD RETAIL STORE WITH SIMPLE PREPARED FOODS AND SUBSCRIPTIONS SALES

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: INCorp SERVICES, INC
 No. and Street: 55 WHITE PLACE
SUITE 325
 City or Town: BROOKLINE State: MA Zip: 02445 Country: USA

I, LEORA NEALEY resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JENNIFER MASON	55 WHITE PLACE BROOKLINE, MA 02445 USA
MANAGER	MATTHEW MASON	55 WHITE PLACE BROOKLINE, MA 02445 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title 	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
----------------------	---	--

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title 	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
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9. Additional matters:

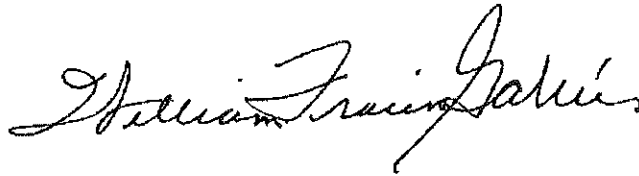
SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of January, 2017,
JENNIFER MASON
(The certificate must be signed by the person forming the LLC.)

© 2001 - 2017 Commonwealth of Massachusetts
 All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

January 08, 2017 10:00 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Inflammables

Applicant: 10 BP Realty, LLC
Location: 10 Brookline Place

Application Details:

Application for 10 BP Realty LLC, for the keeping, storage and use of 253 automobiles equaling 2,370 gallons of gasoline at 10 Brookline Place.

Report (Attached):

Fire Department (Pending)
Building Department (Approved)



TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Daniel F. Bennett
Building Commissioner

INTEROFFICE MEMORANDUM

Date: November 4, 2020

To: Mel Kleckner
Town Administrator

From: Daniel Bennett
Building Commissioner

Re: 10 Brookline Place – Storage of Inflammables

The Building Department is in receipt of your memo dated November 3, 2020 requesting a report on an application from 10 BP Realty, LLC, for the keeping, storage and use of gasoline in tanks of 253 automobiles with a total capacity of 2,370 gallons.

The Building Departments has no objection to the application.

Tiffany Souza

From: Todd Cantor
Sent: Friday, November 27, 2020 10:29 AM
To: Tiffany Souza
Subject: RE: Request for report - Inflammables 10 BP Realty

The Brookline Fire Department recommends 10 Brookline Place for inflammables licensing.

Todd Cantor, Captain
 Brookline Fire Department
 Fire Prevention Division
 350 Washington Street
 Brookline MA 02445
 Office: 617-730-2270
tcantor@brooklinema.gov

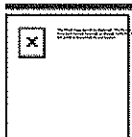
From: Tiffany Souza
Sent: Friday, November 27, 2020 8:42 AM
To: David A Randolph; Todd Cantor
Subject: FW: Request for report - Inflammables 10 BP Realty

Waiting on Report

From: Tiffany Souza
Sent: Tuesday, November 03, 2020 4:34 PM
To: Dan Bennett; John F. Sullivan, Fire Chief; David A Randolph; Kristen Curtis; Todd Cantor
Cc: Tiffany Souza
Subject: Request for report - Inflammables 10 BP Realty

Tiffany Souza

Administrative Assistant – Licensing



Town of Brookline | Select Board's Office
 333 Washington Street, 6th FL
 Brookline, MA 02445-6853
 ☎: (617) 730-2203 | 📠: (617) 730-2054



'20 NOV 9 AM 11:42

**OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200**

**INFLAMMABLES
FUEL, OIL AND GASOLINE APPLICATION**

Application must be filed with plans.

Must be advertised two weeks prior to the hearing. Ads \$10.50 check from application made payable to the TAB. Check and application submitted to the Select Board's Office

Once license is approved, Town Clerk handles renewal.

If any changes in capacity of tanks, must be approved by the Select Board.

No fee.

During COVID-19 pandemic the Select Board's Office will be conducting the hearings via remote access. Please provide an email address so that we may notify you.

Email Address: Licensing@vioc.net



Town of Brookline Select Board's Office

Application For Gasoline License

(Including Other Inflammable Materials)

Date 11/02/2020

For the lawful use of the herein described building(s) and other structure(s), application is hereby made in accordance with the provisions of Chapter 148 of the General Laws, for a license to use the land on which such building(s) or other structure(s) is/are or is/are to be situated.

Location of land 275 Boylston Street, Brookline, MA 02445
(Street and Number)

Nearest cross street Cameron Street

Owner of land M & S Limited Partnership

Address 54 Jaconnet Street, Ste 100, Newton Highlands, MA 02461

Dimensions of land: Ft. front 60 Ft. deep 98 Area sq. ft. 5,880

Number of buildings on land, the use of which requires land to be license 1

GASOLINE: Tanks of N/A automobiles (Lubritorium)

No. of Tanks Underground N/A Total Capacity N/A gals.

No. of Tanks Aboveground N/A Total Capacity N/A gals.

Other Inflammable Materials in Metal Containers Aboveground:

Motor Oil	<u>2,525</u> gals
Anti-Freeze	<u>200</u> gals
Kerosene	<u>N/A</u> gals
Washer Fluid	<u>320</u> gals
ATF	<u>180</u> gals

**Henley Enterprises, Inc. d/b/a
Valvoline Instant Oil Change AB0038**

APPROVED

Fire Commr. _____

Bldg. Commr. _____

DISAPPROVED

Fire Commr. _____

Bldg. Commr. _____

Name of Firm

Signature

Joe Rivera
**54 Jaconnet Street, Ste 100
Newton Highlands, MA 02461**

Address

Tel. No (617) 243-0404 x1303

HEARING _____ P.M. _____

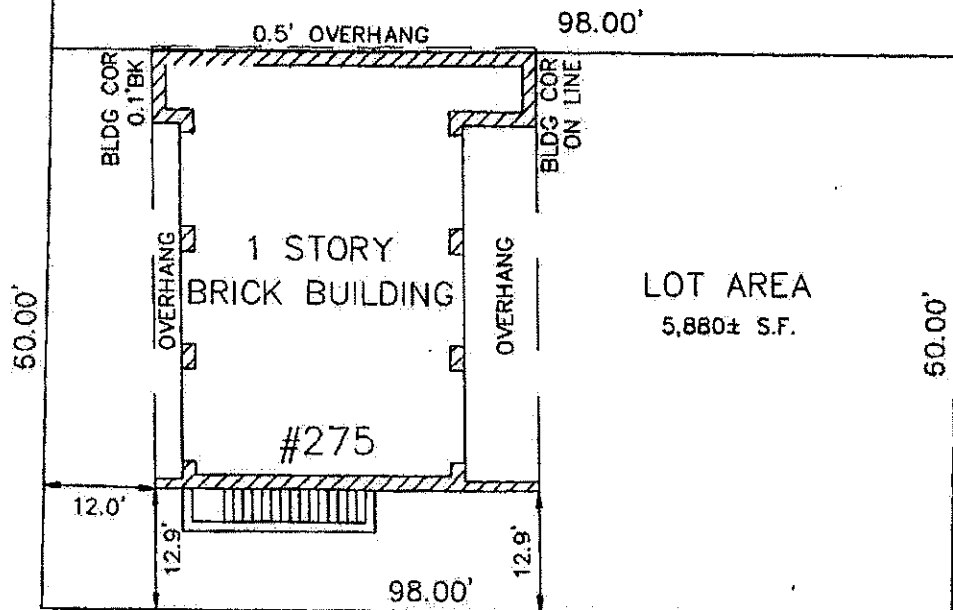
Petitioner must submit detailed plan, specification and perspective (See other side)

7.A.

The plot plan of land must be drawn to scale and clearly show the following: Boundaries of the land to be licensed, all buildings or other structures situated or to be situated thereon, the use of which requires land to be licensed, and the distances from boundary lines; size of such buildings or other structures and occupancy thereof, and the material of which they are, or are to be constructed.

SPACE BELOW MAY BE USED FOR PLOT PLAN

CAMERON STREET



BOYLSTON (ROUTE 9) STREET

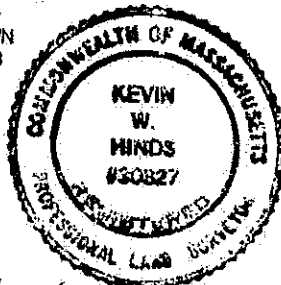
REFERENCE: BOARD OF APPEALS NO. 3111

PREPARED FOR: HENLEY ENTERPRISES, INC.

I HEREBY CERTIFY THAT:

THE BUILDING ON THIS PROPERTY CONFORMED WITH THE SETBACK REQUIREMENTS OF THE ZONING BY-LAWS OF THE TOWN OF WATERTOWN WHEN CONSTRUCTED OR IS EXEMPT FROM ENFORCEMENT ACTION UNDER MASS G.L. TITLE VII, CHAP 40A, SEC 7.

THE PARCEL IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE AS SHOWN ON FLOOD INSURANCE RATE MAP, TOWN OF WATERTOWN COMMUNITY PANEL NUMBER 250223 0001 B EFFECTIVE DATE SEPTEMBER 30, 1980.

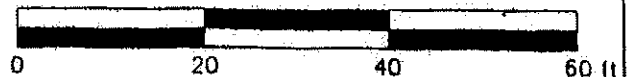


KEVIN W. HINDS, PLS

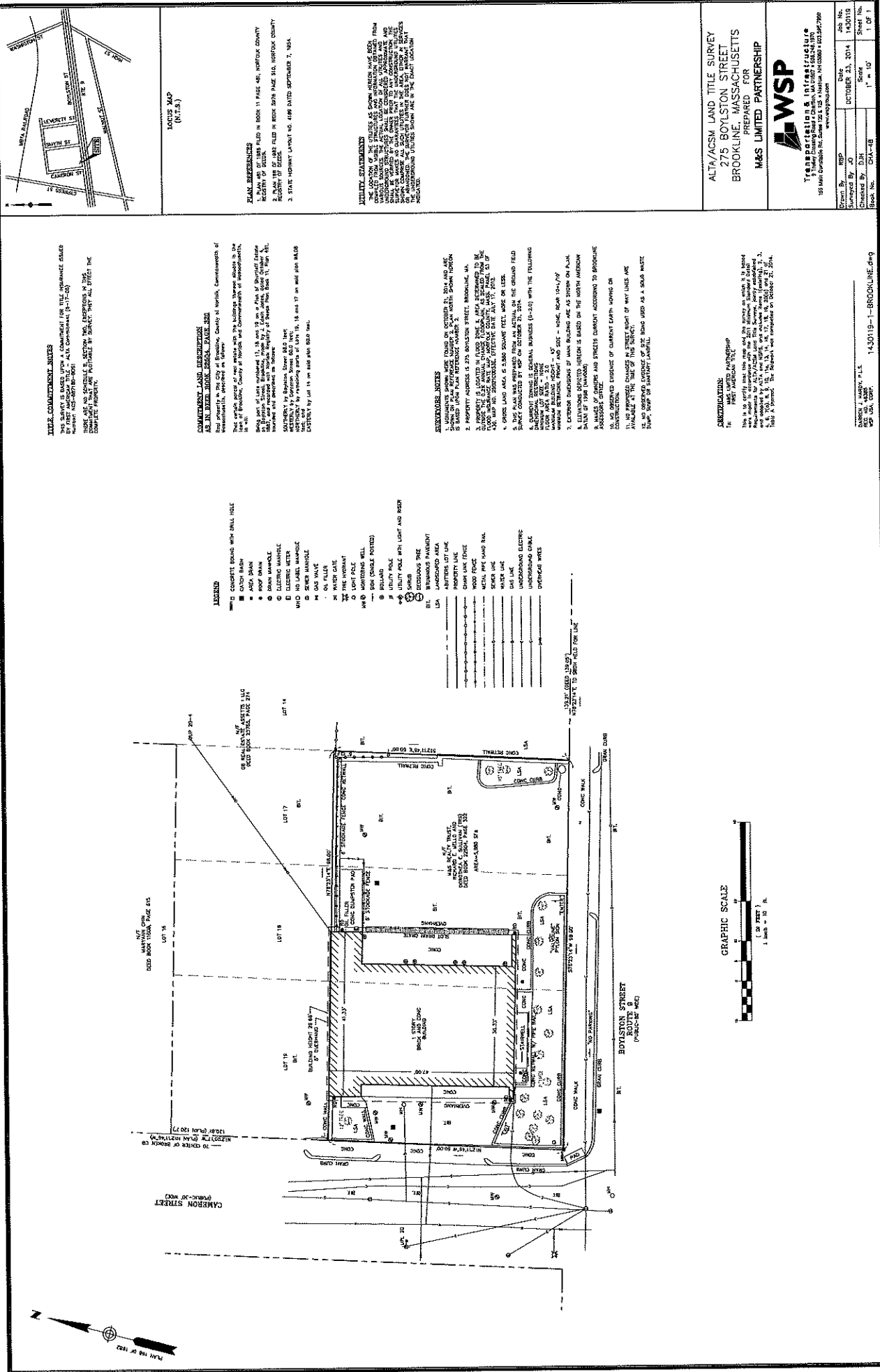
DATE

CERTIFIED
PLOT PLAN
IN
BROOKLINE, MA
(NORFOLK COUNTY)

SCALE: 1" = 20' DATE: 3/25/1994



H & R SURVEY
1068A MASSACHUSETTS AVENUE
ARLINGTON, MA 02174
(617) 648-5533
16502CP1.DWG



Inflammables

Applicant: M&S Limited Partnership
Location: 275 Boylston Street

Application Details:

Application for Valvoline, 275 Boylston Street Brookline, MA, for the keeping, storage and use of 2,525 gallons of motor oil, 200 gallons of anti-freeze, 320 gallons of washer fluid, and 180 gallons of transmission fluid.

Report (Attached):

Fire Department (Approved)
Building Department (Approved)



TOWN OF BROOKLINE
Massachusetts

FIRE DEPARTMENT
FIRE PREVENTION DIVISION
PUBLIC SAFETY BUILDING

David Randolph
Deputy Chief, Fire Prevention

350 Washington Street
PO Box 470557
Brookline MA 02447-0557
Office: 617-730-2270
Fax: 617-264-6491

November 24, 2020

Inflammables License
Valvoline 275 Boylston St.

The Fire Department gives a favorable recommendation for the issuance of an inflammables license for Valvoline, 275 Boylston St. Brookline.

Respectfully,

David Randolph
Deputy Chief
Fire Prevention Group



TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Daniel F. Bennett
Building Commissioner

INTEROFFICE MEMORANDUM

Date: October 27, 2020

To: Mel Kleckner
Town Administrator

From: Daniel Bennett
Building Commissioner

Re: 275 Boylston Street – Storage of Inflammables

The Building Department is in receipt of your memo dated November 10, 2020 requesting a report on an application from M & S Limited Partnership, for the keeping, storage and use of 2,525 gallons of motor oil, 200 gallons of anti-freeze, 320 gallons of washer fluid and 180 gallons of transmission fluid.

The Building Departments has no objection to the application.



**OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200**

**INFLAMMABLES
FUEL, OIL AND GASOLINE APPLICATION**

Application must be filed with plans.

Must be advertised two weeks prior to the hearing. Ads \$10.50 check from application made payable to the TAB. Check and application submitted to the Select Board's Office

Once license is approved, Town Clerk handles renewal.

If any changes in capacity of tanks, must be approved by the Select Board.

No fee.

During COVID-19 pandemic the Select Board's Office will be conducting the hearings via remote access. Please provide an email address so that we may notify you.

Email Address: KOP@Bulfinch.com



Town of Brookline Select Board's Office

Application For Gasoline License

(Including Other Inflammable Materials)

Date October 23, 2020

For the lawful use of the herein described building(s) and other structure(s), application is hereby made in accordance with the provisions of Chapter 148 of the General Laws, for a license to use the land on which such building(s) or other structure(s) is/are or is/are to be situated.

Location of land 10 Brookline Place

(Street and Number)

Nearest cross street Washington Street & Pearl Street

Owner of land 10 BP Realty, LLC

Address 116 Huntington Avenue, Suite 600, Boston, MA 02116

Dimensions of land: Ft. front 427.82 Ft. deep 1.2 Area sq. ft. 1.734 acres

Number of buildings on land, the use of which requires land to be license 1

GASOLINE: Tanks of 253 (2530 gallons of gasoline) automobiles (Lubritorium)

No. of Tanks Underground n/a Total Capacity _____ gals.

No. of Tanks Aboveground n/a Total Capacity _____ gals.

Other Inflammable Materials in Metal Containers Aboveground:

Motor Oil 0 gals

Anti-Freeze 0 gals

Kerosene 0 gals

_____ gals

_____ gals

APPROVED

Fire Commr. _____

Bldg. Commr. _____

DISAPPROVED

Fire Commr. _____

Bldg. Commr. _____

10 BP Realty, LLC

Name of Firm 10 BP Realty, LLC

Signature [Signature]

116 Huntington Avenue, Suite 600, Boston, MA 02116

Address

Tel. No 781-707-4000

HEARING _____ P.M. _____

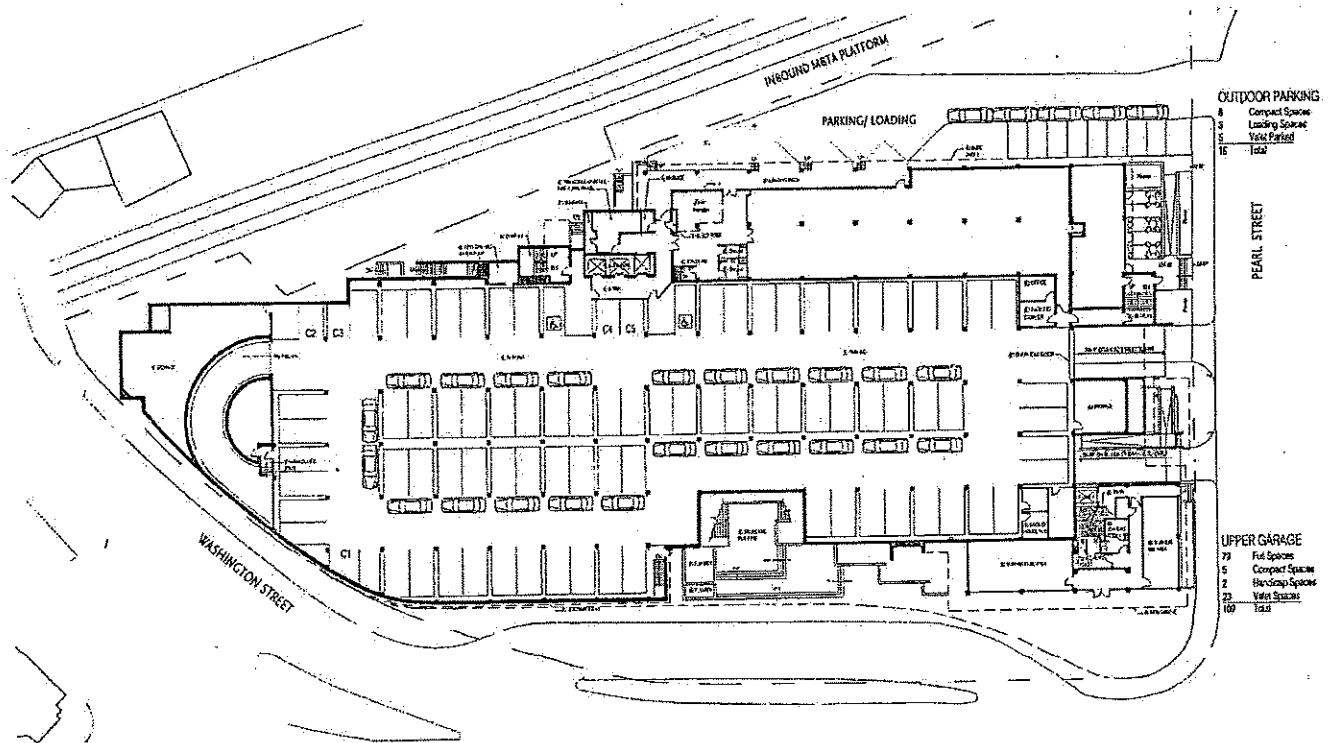
Petitioner must submit detailed plan, specification and perspective (See other side)

8.A.

DocuSign Envelope ID: 3B39AD45-A313-4CAE-ABF8-1C3DF599A694

The plot plan of land must be drawn to scale and clearly show the following: Boundaries of the land to be licensed, all buildings or other structures situated or to be situated thereon, the use of which requires land to be licensed, and the distances from boundary lines; size of such buildings or other structures and occupancy thereof, and the material of which they are, or are to be constructed.

SPACE BELOW MAY BE USED FOR PLOT PLAN



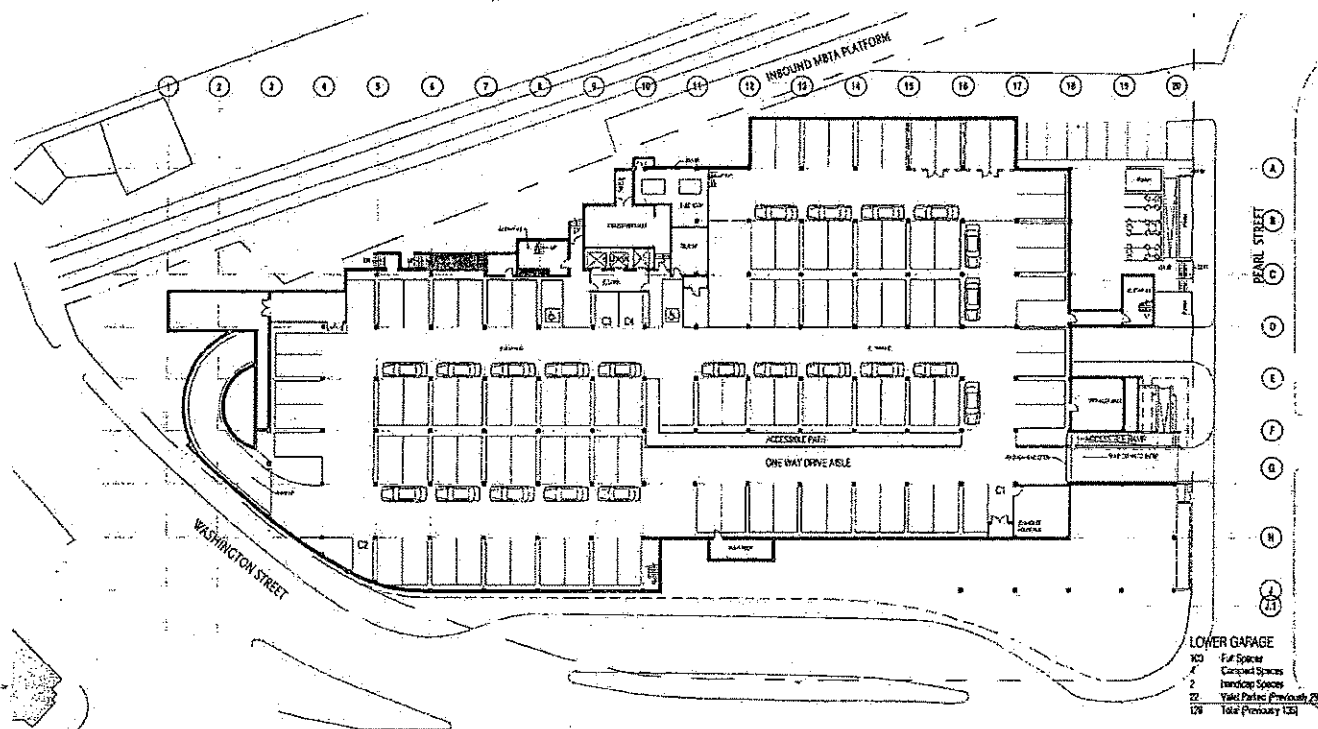
TO BROOKLINE PLACE
Pearl Street, Massachusetts

Proposed Valet Parking Plan - Upper Garage

January 1, 2010

NATIONAL DEVELOPMENT





Proposed Valet Parking Plan - Lower Garage

New All Alcohol License (only) / Alternate Manager

Applicant: Bright Life View, LLC.
DBA: Migaku
Location: 238 Washington Street, Brookline, MA 02445

Application Details:

Question of approving the application of an All Alcoholic Beverages License for Bright Life View LLC. d/b/a Migaku at 238 Washington Street. Proposed manager of record is Taiji Mineo. Hours of Operation: Monday – Sunday 11:30AM – 11:00PM. Hours of Alcohol Service: Sunday 12:00PM – 10:00PM, Monday – Saturday: 11:30AM – 11:00PM.

Question of approving the application for Alternate Manager Charles Harkins for Bright Life View LLC. d/b/a Migaku at 238 Washington Street.

Reports (Attached):

Police Department (Approved)

Checklist for New Alcohol License



- ☒ Cover Letter for Application with list of enclosed documents with page numbers
 - ☒ Filing Fee receipt paid to the Alcoholic Beverages Control Commission
 - ☒ Monetary Transmittal Form
 - ☒ Check for \$10.50 Legal Ads (**Newspaper Notice Must Be Made Within 10 Days of Hearing**)
 - ☒ Check for 5% of license filing fee (**New Applications**)
 - ☒ New Retail Application
 - ☒ Manager Application
 - ☒ Vote of Corporate Board
 - ☒ **CORI Authorization Form** for proposed manager of record and ANY individuals with direct or indirect beneficial or financial interest in the proposed license
 - ☒ Proof of Citizenship for proposed manager of record
 - ☒ Business Structure Documents
 - ☐ If Sole Proprietor, **Business Certificate**
 - ☐ If Partnership, **Partnership Agreement**
 - ☒ If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
 - ☒ Supporting Financial Records
 - ☒ Floor Plans
 - ☒ Legal Right to Occupy, a lease or deed
 - ☒ General and Liquor Liability Insurance Certificate
 - ☒ Workers' Compensation Insurance Affidavit
 - ☒ Common Victualler Application
 - ☒ Entertainment Application (if applicable)
 - ☒ Alternate Manager Application (if applicable)
 - ☒ Outdoor Seating Application (if applicable)
-
- ☐ Abutter Notification (**Must be sent by CERTIFIED MAIL**)
 - ☐ Copy of Legal Ad
 - ☒ Report from Brookline Police
 - ☒ Report from Building
 - ☒ Report from Fire
 - ☒ Report from Health



MARK P. MORGAN
ACTING CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

TO: Chief Mark P. Morgan

FROM: Lt. Michael P. Murphy #31

DATE: 18 November 2020

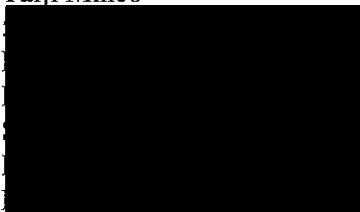
RE: Bright Life View, LLC d/b/a Migaku, 238 Washington St. Brookline, MA. Request for a new All Alcoholic Beverage License, Manager of Record, and Alt. Manager

Sir,

Bright Life View, LLC d/b/a Migaku, 238 Washington St. Brookline, MA. represented by Atty. Steffani Boudreau, of the Law office of Robert L. Allen, Brookline MA 02445, has applied for the approval of a new On-Premises s.12-Restaurant, All Alcohol Beverage license. Migaku is currently open as a Japanese Noodle restaurant. The proposed Manager of Record is Co-owner Taiji Mineo. The hours of operation will be Monday – Sunday 11:30 am – 11:00 pm and the hours for alcohol service will be Sunday 12:00pm – 10:00 pm and Monday – Saturday 11:30am – 11:00 pm. They also request the approval Charles Harkins as the Alternate Manager.

Bright Life View, LLC structure:

Taiji Mineo



Email: taijimineo@gmail.com

LLC Manager, Co-owner 85%
Proposed Manager of Record

Manabu Ito



Email: manboosaga@gmail.com

Co-owner 15%



Also included in the application was a vote of the corporate board on July 13, 2020 naming Mr. Taiji Mineo as the authorized signatory and proposed Liquor License Manager of Bright Life View, LLC. The property, located at 238 Washington St., Brookline; MA 02446, is leased until July 31, 2023. Mr. Mineo will also provide \$3,000.00 to the business.

Manager of Record Request:

Mr. Taiji Mineo was born in Japan but is now a US citizen over 21 years of age and as proof provided a valid US Passport and active Massachusetts Driver's License. A safe service of alcohol certification was also submitted.

Mr. Mineo attended Keio University in Japan 78' and Berklee College of Music 83' He has been in the restaurant business for thirty years. He has been the Co-owner of Migaku since 2018.

Mr. Mineo has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's current policy against in-person fingerprinting. When Department fingerprinting resumes, if any negative information is revealed that would disqualify him from being named as the Manager of Record, a supplemental report will be submitted.

A check of our Master Name Record system reveals no negative contacts with Mr. Mineo. A query of other applicable law enforcement databases revealed one previous arrest in Boston in 1998 for possession of a controlled substance. The charge was later dismissed. If any negative information that would disqualify him from being named as the Manager of Record, a special report will be submitted.

I have sent Mr. Mineo the Town's Sales of Alcoholic Beverages Regulations, the highlights of those regulations. I will meet with him at a later date to review the regulations and what is expected during an administrative inspection. This in-person meeting has been delayed due to the COVID -19 crises.

Co-owner:

Mr. Ito Manabu was born in Japan and is still a Japanese citizen with proof provided with a Japanese Passport. He does hold a valid Massachusetts Driver's License and has been the Co-owner of Migaku since 2018.

Mr. Manabu has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's current policy against in-person fingerprinting. A check of our Master Name Record system reveals no negative contacts with Mr. Manabu.

A query of other applicable law enforcement databases revealed two previous arrests. Mr. Manabu was arrested in Cambridge in 1994 for possession of a controlled substance. He was also arrested for OUIL in Somerville in 2016. Both charges were dismissed. If any negative information is received that would affect licensing, a special report will be submitted.



Alternate Manager Request:

Charles P. Harkins



Mr. Harkins has worked for the City of Cambridge DPW as a Forestry supervisor since 2004. He is a graduate of Medford High School 91' and Suffolk University 96.' He is a US citizen over 21 years of age and provided a valid US passport and has an active Massachusetts driver's license. He also provided a safe service of alcohol certification. Mr. Harkins has also worked in the restaurant industry in a part time capacity.

Mr. Harkins has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's current policy against in-person fingerprinting. When Department fingerprinting resumes, if any negative information is revealed that would disqualify him from being named as the Alternate Manager of Record, a supplemental report will be submitted

A check of our Master Name Record system reveals one contact with Mr. Harkins. He was given a verbal warning for a moving violation in 2011. A query of other applicable law enforcement databases reveals no information that would disqualify them from being named as the Alternate Manager of Record.

I have sent Mr. Harkins the Town's Sales of Alcoholic Beverages Regulations, the highlights of those regulations. I will meet with him at a later date to review the regulations and what is expected during an administrative inspection. This in-person meeting has been delayed due to the COVID -19 crises.

Bright Life View, LLC d/b/a Migaku currently has a Common Victualler License. The current licensed hours of operation for their restaurant are Sunday to Saturday, 11:00 am to 11:00 pm. They also have an entertainment license consisting of radio, taped music, and television broadcasts with the same hours. The new proposed hours would not increase operating times, and are reduced on Sundays. There have been no negative incidents at the restaurant since its opening.

At this time, I see no reason to deny this application for a new All Alcohol Beverage License, Manager of Record, and Alternate Manager.

Respectfully submitted,
Lt. Michael P. Murphy #31





300 WASHINGTON ST.
SECOND FLOOR
BROOKLINE, MA 02445

P. (617) 383-6000
F. (617) 383-6001

From the Desk of:
Steffani Boudreau, Esquire
sboudreau@boballenlaw.com

October 22, 2020

VIA HAND DELIVERY

Attn: Tiffany Souza
Select Board Licensing Clerk
Town of Brookline
333 Washington Street
Brookline, MA 02445

Re: Application for New Liquor License and Common Victualer License
Bright Life View LLC d/b/a Migaku
238 Washington Street, Brookline, Massachusetts

Dear Ms. Souza:

We write on behalf of our client, Bright Life View, LLC, regarding its application for a New Alcoholic Beverages License, to be exercised at 238 Washington Street, Brookline, Massachusetts. In support of its request, kindly find the following documents enclosed:

ABCC Materials

- ABCC Transmittal Form and Online Payment Receipt
- ABCC Application for License Transfer and LLC Vote;
- Certificate of Organization (and Articles of Amendment)
- ABCC CORI form for Proposed Manager of Record and LLC Managers (Taiji Mineo and Manabu Ito)
- Proof of Citizenship for the Proposed Manager of Record and LLC Managers
- Proof of Funding
- Serve Safe Certification for Proposed Manager of Record

Town of Brookline Applications

- Alternate Manager Application
- Common Victualer Application
- License Interview Form
- Brookline CORI Form for Proposed Manager of Record and LLC Managers
- Letters of Recommendation for Proposed Manager of Record and Alternate Manager
- Resume of Proposed Manager of Record
- Proposed Legal Ad

Ms. Tiffany Souza
Select Board Licensing Clerk
Page 2
October 22, 2020

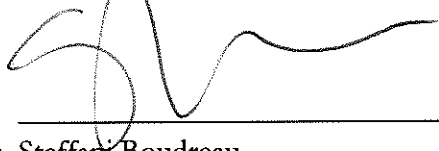
- Litter Letter
- Proposed Letter to Abutters
- Check in the amount of \$10.50 for the Brookline Tab Advertisement
- Check in the amount of \$180.00 for license fee

Please note that the proposed manager and alternate manager of record will be finger printed at the Brookline Police Department.

Please be in contact at the above telephone number if you have any concerns or if any further information is required.

I thank you in advance for your assistance.

Best Regards,
LAW OFFICE OF ROBERT L. ALLEN, JR. LLP

A handwritten signature in black ink, appearing to read 'Steffani Boudreau', is written over a horizontal line.

By: Steffani Boudreau

Enclosures
cc: Mr. Taiji Mineo

9.A.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

**PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE
PAYMENT RECEIPT**

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

**THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
TRANSMITTAL FORM ALONG WITH
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:**

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: f53d58fd-97d3-4ded-a9d7-9c759cc03aeb

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Bright Life View LLC d/b/a Migaku	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 8/18/2020 9:44:32 AM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
Bright Life View LLC d/b/a Migaku

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Taiji

Last Name:
Mineo

Address:
c/o Law Offices of Robert L. Allen, Jr.

City:
Brookline

State:
MA

Zip Code:
02445

Email Address:
sboudreau@bobaallenlaw.com

9.A.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

We are a Japanese restaurant specializing in Noodle and Rice dishes. We believe by providing alcohol beverages, our customers will enjoy our relaxed atmosphere and enjoy our dishes further more.

Is this license application pursuant to special legislation? ☐ Yes ☒ No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name

FEIN

DBA

Manager of Record

Street Address

Phone

Email

Alternative Phone

Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

One floor on the 1st floor of the building. 1 dining room, 1 kitchen and 2 restrooms on the floor. No outdoor area. 950 sq/ft.

Total Square Footage:

Number of Entrances:

Seating Capacity:

Number of Floors

Number of Exits:

Occupancy Number:

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	05/11/2018
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Taiji Mineo			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Co-owner, Manager	85	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Manabu Ito			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Co-owner	15	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement.

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Taiji Mineo	Full Liquor	Carlos Group LLC, dba: Ittoku	Cambridge, MA
Manabu Ito	Full Liquor	Carlos Group LLC, dba: Ittoku	Cambridge, MA

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name The Blakely Group

Landlord Phone 617-278-1551

Landlord Email ztuck@theblakelygroup.com

Landlord Address 68 Harvard Street, Brookline, MA 02445

Lease Beginning Date 08/01/2018

Rent per Month 4306.76

Lease Ending Date 07/31/2023

Rent per Year 51,681.12

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☐ No

3

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	0
C. Other * (Please specify below)	3000
D. Total Cost	3000

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Taiji Mineo	3000
Total	3000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION**A. MANAGER INFORMATION**

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Taiji Mineo

Date of Birth [REDACTED] SSN [REDACTED]

Residential Address [REDACTED]

Email taijimineo@gmail.com

Phone 617-759-4654

Please indicate how many hours per week you intend to be on the licensed premises

40

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
1990	present	Owner	Sapporo Ramen	
2013	present	Co-owner	Carlos Group LLC	
2014	present	Owner	MIG Partners LLC	
2018	present	Co-owner	Bright Life View LLC	

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Taiji Mineo

Date 07/13/2020

9.A.

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

APPLICANT'S STATEMENT

I, Taiji Mineo the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of Bright Life View LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Taiji Mineo

Date:

07/13/2020

Title:

Owner-Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of Bright Life View LLC
Entity Name

duly voted to apply to the Licensing Authority of Brookline and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 07/13/2020
Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <input type="text"/> | | <input type="checkbox"/> Change of DBA |

"VOTED: To authorize

Taiji Mineo

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Taiji Mineo

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts.”

A true copy attest,

For Corporations ONLY

A true copy attest,

Taj Minch
Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

Taiji Mineo
(Print Name)

(Print Name)



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Bright Life Vew LLC	CITY/TOWN:	Brookline
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APPLICANT INFORMATION

LAST NAME:	Ito	FIRST NAME:	Manabu	MIDDLE NAME:		
MAIDEN NAME OR ALIAS (IF APPLICABLE):			PLACE OF BIRTH:	Japan		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):		
MOTHER'S MAIDEN NAME:	Horioe	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	MA	
GENDER:	MALE	HEIGHT:	5	7	WEIGHT:	160
EYE COLOR:	Brown					
CURRENT ADDRESS:	606 Main St. #2					
CITY/TOWN:	Malden	STATE:	MA	ZIP:	02148	
FORMER ADDRESS:						
CITY/TOWN:		STATE:		ZIP:		

PRINT AND SIGN

PRINTED NAME:	MANABU ITO	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	------------	-------------------------------	--

NOTARY INFORMATION

On this July 15th 2020 before me, the undersigned notary public, personally appeared MANABU ITO
(name of document signer), proved to me through satisfactory evidence of identification, which were REAL
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

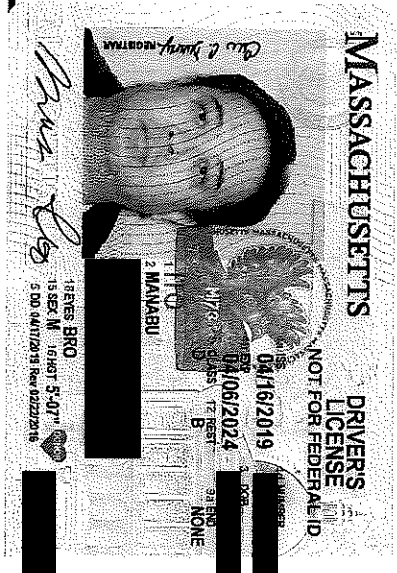


CHRISTIAN ZYNGA
Notary Public
Commonwealth of Massachusetts
My Commission Expires Mar. 4, 2022

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4614.



渡航先 DESTINATIONS

This passport is valid for all countries and areas unless otherwise endorsed.

旅券 PASSPORT

型 Type 発行国/Issuing country JPN

姓/Surname ITO

名/Given name MANABU

国/Nationality JAPAN

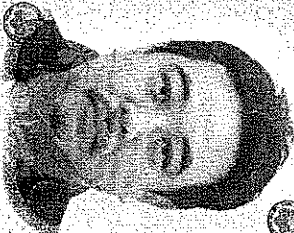
性別/Sex M

本籍/Registered Domicile SAGA

発行年月日/Date of issue 13 OCT 2020

有効期限満了日/Date of expiry 13 OCT 2030

発行所/Authority CONSULATE-GENERAL OF JAPAN IN BOSTON



伊東 学

渡航先

This passport is valid for all countries and areas
unless otherwise endorsed.

PASSPORT

生年月日/Date of Birth
14 JUL 2009

性別/Sex
M

名/Given name
MANABU

姓/Surname
ITO

国籍/Nationality
JAPAN



本籍/Registered Domicile
SAGA

発給年月日/Date of Issue
14 JUL 2009

有効期限満了日/Date of expiry
14 JUL 2019

発給所/Authority
CONSULATE-GENERAL OF JAPAN
AT BOSTON

所持人印鑑/Signature of bearer
伊東 学



**Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114**

**DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL**

CORI REQUEST FORM

**JEAN M. LORIZIO, ESQ.
CHAIRMAN**

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Bright Life View LLC	CITY/TOWN:	Brookline
---	--	----------------	----------------------	------------	-----------

APPLICANT INFORMATION

LAST NAME:	Mineo	FIRST NAME:	Taiji	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Japan		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Matsui	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	MA
GENDER:	MALE	HEIGHT:	6	1	WEIGHT: 185
EYE COLOR:		Brown			
CURRENT ADDRESS:					
CITY/TOWN:	Revere	STATE:	MA	ZIP:	02151
FORMER ADDRESS:					
CITY/TOWN:		STATE:		ZIP:	

PRINT AND SIGN

PRINTED NAME:	TAIJI MINEO	APPLICANT/EMPLOYEE SIGNATURE:	Taiji Mineo
---------------	-------------	-------------------------------	-------------

NOTARY INFORMATION

On this July 15th 2020 before me, the undersigned notary public, personally appeared TAIJI MINEO
(name of document signer), proved to me through satisfactory evidence of Identification, which were HADL
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY



CHRISTIAN ZYNGA
Notary Public
Commonwealth of Massachusetts
My Commission Expires Mar. 4, 2022

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCII via mail or by fax to (617) 660-4614.

We the People

Of the United States,

in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America

Taiji Mineo

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE



UNITED STATES OF AMERICA

Type / Type / Tipo Code / Code / Código Passport No. / No. du Passeport / No. de Pasaporte

P

USA

Surname / Nom / Apellidos

MINEO

Given Names / Prénoms / Nombres

TAIJI

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

Place of birth / Lieu de naissance / Lugar de nacimiento

JAPAN

Date of issue / Date de délivrance / Fecha de expedición

28 Aug 2015

Date of expiration / Date d'expiration / Fecha de caducidad

27 Aug 2025

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

M

Authority / Autorité / Autoridad

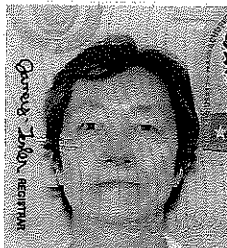
United States

Department of State

USA

MASSACHUSETTS

DRIVER'S
LICENSE



Taiji Mineo



08/21/2019

EXP 08/31/2024

CLASS 12 REST B

1 MINEO

2 TAIJI

[Redacted]

[Redacted]

[Redacted]

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4th NUMBER

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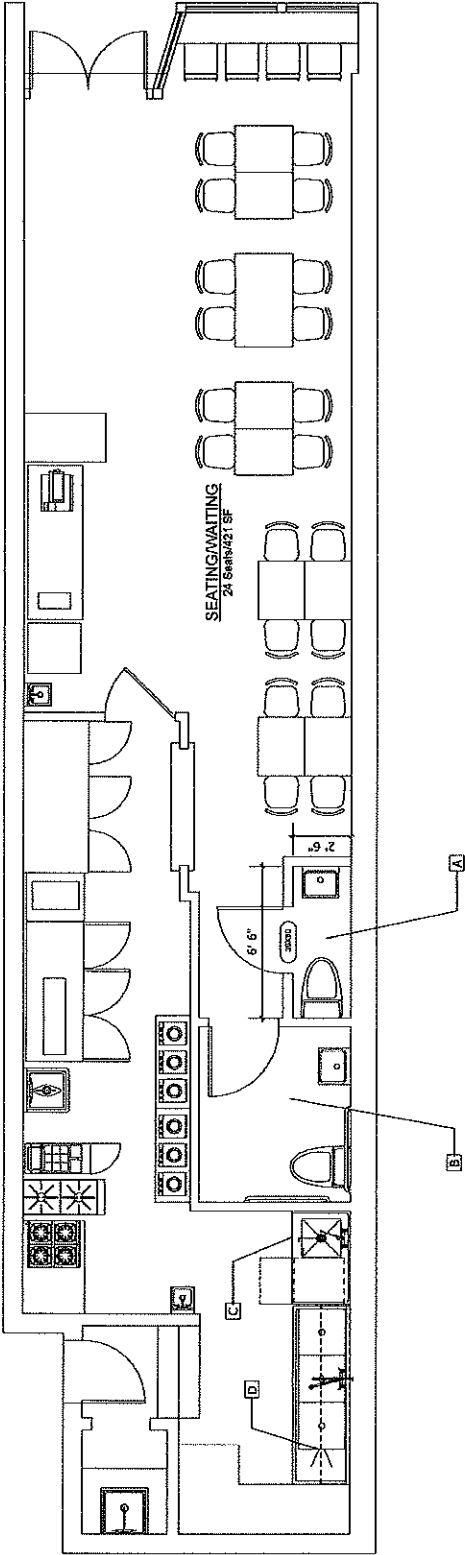
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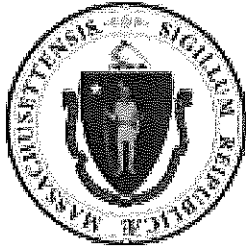
[Redacted]

MIGAKU Floor Plan
238 Washington Street
Brookline, MA 02445



REVISION NOTES

- A NEW RESTROOM WITH LOW FLOW TOILET AND WALL-HUNG LAVATORY SINK AND FAUCET. LIGHTING AND EXHAUST FAN BY GC
- B EXISTING HANDICAPPED ACCESSIBLE RESTROOM TO REMAIN. GC TO ADD POWER OPERATED DOOR OPENER FOR EXISTING DOOR.
- C NEW DISH TABLE WITH SINK AND UNDERCOUNTER DISHWASHER. COMMERCIAL GRADE GARBAGE DISPOSAL TO BE PROVIDED BY GC.
- D WALL MOUNTED CLEANED DISH SHELF



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Special Filing Instructions

Certificate of Organization

(General Laws, Chapter)

Identification Number: XXXXXXXXXX

1. The exact name of the limited liability company is: BRIGHT LIFE VIEW LLC

2a. Location of its principal office:

No. and Street: 595 REVERE BEACH PKWY

57

City or Town: REVERE State: MA Zip: 02151 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 595 REVERE BEACH PKWY

57

City or Town: REVERE State: MA Zip: 02151 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

RESTAURANT

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: LEGALINC CORPORATE SERVICES INC.

No. and Street: 1900 WEST PARK DRIVE

SUITE 280B

City or Town: WESTBOROUGH State: MA Zip: 01581 Country: USA

I, PATTY SCLIMENTI ON BEHALF OF LEGALINC CORPORATE SERVICE resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	TAIJI MINEO	595 REVERE BEACH PKWY, # 57 REVERE, MA 02151 USA
REAL PROPERTY	MANABU ITO	606 MAIN ST., # 2 MALDEN, MA 02148 USA

9. Additional matters:

10. State the amendments to the certificate:

ADD MANAGER TO BRIGHT LIFE VIEW LLC.

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

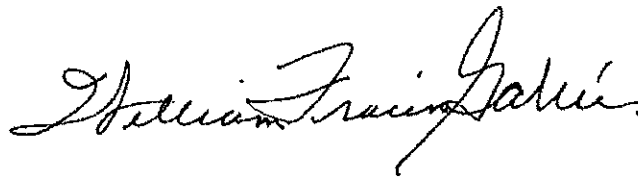
SIGNED UNDER THE PENALTIES OF PERJURY, this 1 Day of June, 2018,
TAIJI MINEO , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

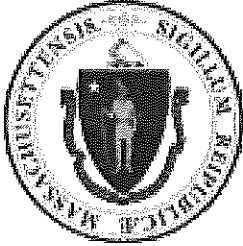
deemed to have been filed with me on:

May 11, 2018 01:27 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Amendment

(General Laws, Chapter)

Identification Number: [REDACTED]

The date of filing of the original certificate of organization: 5/11/2018

1.a. Exact name of the limited liability company: BRIGHT LIFE VIEW LLC

1.b. The exact name of the limited liability company as amended, is: BRIGHT LIFE VIEW LLC

2a. Location of its principal office:

No. and Street: 595 REVERE BEACH PKWY

57

City or Town: REVERE

State: MA

Zip: 02151

Country: USA

3. As amended, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: LEGALINC CORPORATE SERVICES INC.

No. and Street: 1900 WEST PARK DRIVE

SUITE 280B

City or Town: WESTBOROUGH

State: MA

Zip: 01581

Country: USA

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	TAIJI MINEO	[REDACTED]

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	TAIJI MINEO	[REDACTED]
SOC SIGNATORY	MANABU ITO	[REDACTED]

9.A.

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	TAIJI MINEO	
SOC SIGNATORY	MANABU ITO	

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	TAIJI MINEO	
REAL PROPERTY	MANABU ITO	

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 11 Day of May, 2018,

MARSHA SIHA

(The certificate must be signed by the person forming the LLC.)

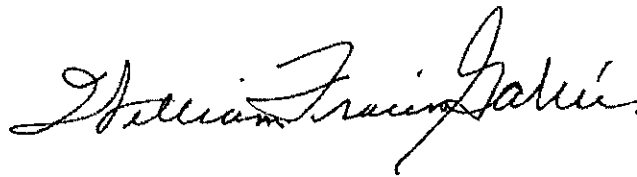
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THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

June 01, 2018 01:33 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



P.O. Box 15284
Wilmington, DE 19850

TAIJI MINEO
595 REVERE BEACH PKWY APT 57
REVERE, MA 02151-3982

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Tampa, FL 33622-5118

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for April 24, 2020 to May 21, 2020

TAIJI MINEO

Account number: [REDACTED]

Account summary

Beginning balance on April 24, 2020	\$100,010.15
Deposits and other additions	4.59
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Service fees	-0.00
Ending balance on May 21, 2020	\$100,014.74

Annual Percentage Yield Earned this statement period: 0.06%.

Interest Paid Year To Date: \$24.58.

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SSM-01-20-2192C | 2880030

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Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

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Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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9.A.



TAIJI MINEO | Account # [REDACTED] | May 22, 2020 to June 23, 2020

Deposits and other additions

Date	Description	Amount
06/23/20	Interest Earned	5.41
Total deposits and other additions		\$5.41

What's on your mind?

When you join the Bank of America® Advisory Panel, you can help us understand what you like and don't like.
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Inclusion on the Advisory Panel subject to qualifications.

SSM-09-19-0761.A1 | ARGST4RM

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TAIJI MINEO
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REVERE, MA 02151-3982

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Your Bank of America Advantage Savings Preferred Rewards Platinum Honors

for May 22, 2020 to June 23, 2020

Account number: [REDACTED]

TAIJI MINEO

Account summary

Beginning balance on May 22, 2020	\$100,014.74
Deposits and other additions	5.41
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Service fees	-0.00
Ending balance on June 23, 2020	\$100,020.15

Annual Percentage Yield Earned this statement period: 0.06%.
Interest Paid Year To Date: \$29.99.



Know how to identify and avoid scams

- Don't buy gift cards for someone you don't know, and never send gift cards as payment.
- Never provide access codes to an unsolicited caller or through email or text.
- Hang up if an unsolicited caller asks for money or personal information. Scammers can fake caller ID to trick you, so hang up and call back through a trusted number.

For more tips and information on the tricks scammers use, visit [bankofamerica.com/Security](https://www.bankofamerica.com/Security).

SSM-01-20-2301.C | 2880298

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Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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TAIJI MINEO | Account # [REDACTED] | April 24, 2020 to May 21, 2020

Deposits and other additions

Date	Description	Amount
05/21/20	Interest Earned	4.59
Total deposits and other additions		\$4.59

Thank you for being a Bank of America® customer

SSM-09-19-0052.B | ARBTC7ST

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P.O. Box 25118
Tampa, FL 33622-5118

Your Bank of America Advantage Savings Preferred Rewards Platinum Honors

for June 24, 2020 to July 24, 2020

Account number: [REDACTED]

TAIJI MINEO

Account summary

Beginning balance on June 24, 2020	\$100,020.15
Deposits and other additions	5.08
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Service fees	-0.00
Ending balance on July 24, 2020	\$100,025.23

Annual Percentage Yield Earned this statement period: 0.06%.
Interest Paid Year To Date: \$35.07.

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¹Students under age 24 are eligible for a waiver of the monthly maintenance fee while enrolled in a high school, college, university or vocational program. Please refer to your Personal Schedule of Fees for details at bofa.com/fees. SSM-02-20-0030.B | 2924522

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TAIJI MINEO | Account # [REDACTED] | June 24, 2020 to July 24, 2020

Deposits and other additions

Date	Description	Amount
07/24/20	Interest Earned	5.08
Total deposits and other additions		\$5.08

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SSM-03-20-0438.B | 3058826

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COMMERCIAL LEASE**1. PARTIES**

Richard L. Tuck, Trustee of 236 Washington Street Realty Trust, "LESSOR" or "Landlord", which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to **Taiji Mineo and Bright Life View LLC**, "LESSEE" or "Tenant", which expression shall include, their successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:

2. PREMISES:

Retail store on the ground floor located at 238 Washington Street, Brookline, Massachusetts, as shown on attached Schedule "A", together with a portion of the basement beneath, specifically the right hand wall of the basement room containing hot water tanks, being the same area most recently leased to restaurant known as "Yokohama".

3. TERM

An "Initial Term" of five (5) years beginning on August 1, 2018 ("Commencement Date") and ending on July 31, 2023.

4. RENT

The LESSEE shall pay to the LESSOR rent at the rate of Three Thousand Dollars (\$3,000.00) per month. All rent is to be paid in advance in monthly installments of one twelfth (1/12) of the annual rent. See paragraph 6 for applicable rent adjustments.

5. SECURITY DEPOSIT

Upon the execution of this LEASE, the LESSEE shall pay to the LESSOR the amount of Three Thousand Dollars (\$3,000.00) which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this LEASE subject to the LESSEE's satisfactory compliance with the conditions hereof.

6. RENT ADJUSTMENT

It is understood and agreed that the base rent shall increase each year by the same percentage that the Consumer Price Index of the Bureau of Labor, or subsequent similar index, shall have increased over the prior twelve months. Each year's increase shall be added to the prior year's base rent, plus prior additions.

For the purposes of this Agreement, the term CPI shall mean the Consumer Price Index for Urban wage earners and clerical workers, U.S. city average, all items (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor or any comparable successor or substitute index designated by the Landlord, appropriately adjusted.

Any increase in rent determined by reference to the percentage increase in the CPI shall be calculated by multiplying the prior lease year's Minimum Rent by a fraction the numerator of which shall be the CPI for the last full calendar month of the lease year then ending and the denominator of which shall be the CPI for the calendar month one (1) year earlier; provided, however, no adjustment in any year shall reduce the rent below the prior lease year's rent. Should Landlord lack sufficient data to make the proper determination of the CPI on the date of any adjustment, then it shall increase the monthly rent payable immediately prior to the adjustment date by one and one half (1.5%) percent. As soon as Landlord obtains the necessary data, he shall determine the rent payable from and after such adjustment date and notify Tenant of the adjustment in writing. Should the Monthly Rent for the period following the adjustment date be more than the amount previously paid by Tenant for that period, then Tenant shall increase its future monthly payments by the amount of the under payment in accordance with the formula described in Landlord's notice.

In the event the CPI ceases to use the 1982-84 average of one hundred (100) as the basis of a calculation, or if a substantial change is made in the terms or number of items contained in the CPI, then the CPI shall be adjusted to the figure that would have been arrived at had the manner of computing the CPI in effect at the time of this Lease not been changed.

T.M.
Lessee

Lessee

RT
Lessor

COMMERCIAL LEASE

In the event the CPI ceases to use the 1982-84 average of one hundred (100) as the basis of a calculation, or if a substantial change is made in the terms or number of items contained in the CPI, then the CPI shall be adjusted to the figure that would have been arrived at had the manner of computing the CPI in effect at the time of this Lease not been changed.

7. UTILITIES

The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this LEASE. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

8. USE OF LEASED PREMISES

The LESSEE shall use the leased premises only for the purpose of the operation of a first class, high quality full service restaurant, subject to the terms of this Lease, including this paragraph 8 hereof.

Section 8(1) Restaurant Provision LESSEE further agrees, in connection with its operations at the Premises:

(a) Tenant covenants and agrees that during the entire Term of this Lease, Tenant will conduct in the Premises a high-grade operation serving first-quality food for on-premises consumption, and that the Premises will be kept neat, clean and in a sanitary condition at all times. Tenant agrees to use all efforts which may be necessary to minimize odors and noises in the Premises and emitted therefrom. Tenant shall not permit the accumulation of rubbish, trash, garbage and other refuse in and around the Premises, and will remove the same by its own personnel or by contractors approved by Landlord on an as needed basis throughout each day and at the end of each day, subject to such rules and regulations as Landlord may reasonably impose from time to time for the proper operation and maintenance of the Building. If directed by Landlord, all garbage shall be stored in a sealed container approved by Landlord until removal from the Building and the adjacent service areas available to Tenant. Tenant shall be responsible for all costs in connection with its trash and garbage removal. Tenant shall install and maintain such grease traps and pre-treatment facilities as shall be required by the Town of Brookline or any other governmental authority. In addition, whether installed within or outside of the Premises, any so-called grease traps/interceptors shall be cleaned and maintained on a regular schedule and in accordance with any applicable governmental authorities.

(b) All federal, state and local codes, laws, rules and regulations shall be strictly adhered to with respect to health, sanitation and the operation of a restaurant.

(c) Tenant agrees to maintain a contract with a licensed pest control contractor reasonably acceptable to the Landlord, which contract will provide for at least the monthly application of necessary pest control materials in the Premises.

(d) Particular care shall be taken to wash any dishes and perform any cleaning necessary to maintain in a clean and sanitary condition, free of all vermin, any kitchen areas or any other areas in the Premises in which beverages or foods may be prepared or dispensed.

TM
Lessee

Lessee

RS
Lessor

COMMERCIAL LEASE

(e) It is intended that the standards and obligations imposed by this section shall be maintained or complied with in addition to compliance with all applicable governmental laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, such laws, ordinances and regulations shall be complied with.

(f) Tenant shall be responsible for ensuring that any service areas in or around the Building permitted by Landlord to be used for Tenant's deliveries are broom clean after any such deliveries. Tenant acknowledges that in light of the nature of Tenant's use, Landlord is particularly concerned that a high level be maintained with respect to the sanitary condition of the Premises and any such service areas.

(g) Tenant shall apply for, obtain, and maintain all health permits required under state and local laws. In addition, Tenant shall notify Landlord immediately upon receipt by Tenant of written notice from any such permitting authority of any violations.

(h) In the event that the Permitted Use expressly allows for the sale of alcoholic beverages, Tenant agrees as follows:

(i) Tenant will comply with all municipal, state and other governmental laws, regulations and rules with respect to the sale of beer, wine and other alcoholic beverages, including, without limitation, obtaining and complying with the provisions of a Massachusetts liquor license for the sale of beer, wine and all other alcoholic beverages at the Premises until at least 1 a.m. on Mondays through Sundays (including any renewal or modification thereof, the "Liquor License").

(ii) At the time that it shall make any filing with or shall receive a notice or other communication from any governmental authority concerning the sale of beer, wine or alcoholic beverage, Tenant shall deliver a copy of such filing, notice or other communication to Landlord. The revocation of or inability to obtain a Liquor License shall not relieve Tenant of any of its obligations hereunder.

(iii) Tenant shall use best efforts to maintain order and decorum in and around the Premises and to avoid any conduct by patrons which would be considered by Landlord to be improper or offensive.

(iv) Tenant agrees to indemnify and hold harmless the Landlord from and against any and all claims and any and all loss, cost, damage or expense relating to the sale of alcoholic beverages in and from the Premises, including, without limitation, any such claim arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, employees or invitees, or from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring from and after the date that possession of the Premises is delivered to Tenant until the end of the Term of this Lease, whether such claim arises or accident, injury or damages occurs within the Premises, within the Landlord's Property but outside the Premises, or outside the Landlord's Property. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities (including, without limitation, legal fees, court costs and other reasonable disbursements) incurred or made in connection with any such claim or proceeding brought thereon, and the defense thereof, and shall survive the termination of this Lease. It is understood that without this indemnification of Landlord by Tenant, Landlord would not enter into this Lease and would not permit the sale of alcoholic beverages in or from the Premises, and Tenant covenants that Tenant's liability insurance referred to in this Lease shall cover, indemnify and hold harmless Landlord from all such matters and items mentioned in this indemnity.

(v) Without limiting the generality of other provisions of this Lease

TM
Lessee

Lessee

21
Lessor

COMMERCIAL LEASE

regarding insurance coverage to be maintained by Tenant, for such period of time as Tenant shall sell any alcoholic beverages at the Premises, Tenant agrees to maintain with a responsible and qualified insurance company approved by Landlord, and with minimum combined limits of coverage of at least \$3,000,000.00 under an umbrella policy covering excess "liquor law" liability, or such higher limits as Landlord may from time to time request after the Initial Term provided such higher limits are then customarily being carried by first-class stores and restaurants in the greater Boston, Massachusetts, area selling beer, wine and other alcoholic beverages, the broadest available so-called liquor law liability insurance (sometimes also known as "dram shop" insurance) policy or policies, which shall insure Tenant and Landlord (disclosed or undisclosed), and all those claiming by, through or under Landlord, adequately in Landlord's good-faith judgment, against any and all claims, demands or actions for personal and bodily injury to, or death of, one person or multiple persons in one or more accidents, and for damage to property, as well as for damages due to loss of means of support, loss of consortium, and the like, including, without limitation, any claims mentioned in the immediately preceding indemnity paragraph; so that at all times Landlord will be fully protected against any claims that may arise by reason of or in connection with the sale of any alcoholic beverages in and from the Premises. Certificates of such insurance shall at all times be deposited with Landlord showing current insurance in force and all such policies shall name Landlord as an additional insured and shall provide that such policies shall not be cancelled or the coverage reduced without at least thirty (30) days' prior written notice to Landlord, and such certificate shall evidence the same.

9. COMPLIANCE WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.

10. FIRE INSURANCE

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.

11. MAINTENANCE**A. LESSEE's Obligations**

The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

B. LESSOR's Obligations

The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this LEASE, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

12. ALTERATIONS - ADDITIONS

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The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any Alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

13. ASSIGNMENT-SUBLETTING

The LESSEE shall not assign or sublet the whole or any part of the leased premises without the LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this LEASE.

13. SUBORDINATION

This LEASE shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this LEASE to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

15 LESSOR'S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within nine (9) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

16 INDEMNIFICATION AND LIABILITY

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be LESSEE's responsibility.

17 LESSEE'S LIABILITY INSURANCE

The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of Three Million Dollars (\$3,000,000) with property damage insurance in limits of Five Hundred Thousand Dollars (\$500,000.00) in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured named therein. Nothing in the foregoing shall limit the language of Paragraph 8(1)(h).

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COMMERCIAL LEASE**18 FIRE CASUALTY-EMINENT DOMAIN**

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this LEASE. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this LEASE if:

(a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or

(b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

19 DEFAULT AND BANKRUPTCY

In the event that:

(a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after notice thereof; or

(b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) The LESSEE shall be declared bankrupt or insolvent according to law or, if any assignment shall be made of LESSEE's property for the benefit of creditors,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this LEASE ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this LEASE, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of 18% per cent per annum and costs (or such lesser rate as may be the maximum amount which may be imposed lawfully), shall be paid to the LESSOR by the LESSEE as additional rent.

20. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid. Addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at:

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Brookline, MA 02446

21. SURRENDER

The LESSEE shall at the expiration or other termination of this LEASE remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casual only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises. LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR control or to sell at public or private sale, without notice any or all of the property not so removed and to app the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. BROKERAGE

The LESSOR and the LESSEE warrant and represent that they have not had any dealings with any broker in connection with this lease.

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COMMERCIAL LEASE**CONTINUATION OF LEASE****23. OTHER PROVISIONS**

It is also understood and agreed that:

A. Compliance with Law:

LESSEE shall comply with all statutes, laws, rules, orders, regulations and ordinances affecting the operation of its business at the leased premises or any use thereof by LESSEE. All such compliance with laws shall be the sole responsibility and cost of LESSEE.

B. Hazardous Materials: Limitations and Prohibitions

1. Definition: The term "Hazardous Materials" shall mean and include those elements or substances, including but not limited to asbestos, which are defined as hazardous substances, hazardous materials, hazardous wastes, oil, or toxic substances in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. ~9601, et seq., as amended ("CERCLA"), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. ~6901 et seq., as amended ("RCRA"), the Toxic Substances Control Act, 15 U.S.C. S601 et seq. ("TOSCA") the regulations promulgated under CERCLA, RCRA, TOSCA and all application state and local laws, rules and regulations including, without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Massachusetts General Laws, Chapter 21E (the "Massachusetts Superfund Act") and regulations promulgated thereunder at 310 CMR 40.000 et seq., known as the Massachusetts Contingency Plan (CERCLA, RCRA, TOSCA, the Massachusetts Superfund Act and all such application state and local laws, rules and regulations promulgated thereunder being collectively called the "Superfund and Hazardous Waste Laws").
2. LESSEE shall not produce, generate, store, emit, discharge, dispose of or otherwise bring, use or handle in, on or from the Property any Hazardous Materials, as defined herein, except as specifically allowed below.
3. LESSEE may store small amounts of oil and other materials ordinarily used and reasonably required for the repair of autos with the following restrictions and requirements:
 - a) LESSEE agrees to store all such material, including waste materials, in a safe manner and in containers designed for that purpose.
 - b) LESSEE must store all Hazardous Materials, including waste materials, indoors. No Hazardous materials may be stored outdoors for any reason.
 - c) Lessee shall engage a qualified and licensed contractor to remove waste materials on a regular schedule so as to minimize the amount of such material stored on site. LESSEE shall submit such contract to Lessor for its reasonable approval
4. In addition to other access rights of LESSOR described in this LEASE , LESSEE shall with 7 days notice allow access to LESSOR and its agents for testing of the monitoring wells located within the premises.
5. LESSEE agrees to indemnify, defend and hold LESSOR harmless from and against any and all liabilities, losses, costs, damages, expenses, claims, causes of action, suits and judgments including attorney's fees and costs, resulting from any violation by LESSEE of the foregoing prohibition.

C. Indemnity by LESSEE

LESSEE shall indemnify, defend and hold LESSOR, its agents, employees and any Mortgage(s) harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against LESSOR, its agents, employees, and/or any Mortgage(s) and arising, directly or indirectly, out of or in connection with the use or occupancy of the

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leased premises by, through or under LESSEE, and (without limiting the generality of the foregoing), any of the following occurring during the term: (a) any work or thing done in, on or about the leased premises or any part thereof by LESSEE or any of its assignees, concessionaires, agents, contractors, employees or invitees; (b) any use, non-use, possession, occupation, condition, operation, maintenance or management of the leased premises or any part thereof; (c) any act or omission of LESSEE or any of its assignees, concessionaires, agents, contractors, employees or invitees; (d) any injury or damage to any person or property occurring in, on or about the leased premises or any part thereof; or (e) any failure on the part of LESSEE to perform or comply with any of the covenants, agreements, terms or conditions contained in this LEASE with which LESSEE, on its part, must comply or perform. In case any action or proceeding is brought against LESSOR by reason of any of the foregoing, LESSEE shall, at LESSEE's sole cost and expense, resist or defend such action or proceeding by counsel approved by LESSOR.

D. Limitation on Right of Recovery against LESSOR

It is specifically understood and agreed that there shall be no personal liability of LESSOR (or any agent, employee, director, officer, beneficiary or stockholder of LESSOR, or any person holding any interest whatsoever in LESSOR) in respect to any of the covenants, conditions or provisions of this LEASE. In the event of a breach or default by LESSOR of any of its obligations under this LEASE, LESSEE shall look solely to the equity of the LESSOR in the Building for the satisfaction of LESSEE's remedies. LESSOR shall in no event be in default in the performance of LESSOR's obligations hereunder unless and until LESSOR shall have failed to perform such obligations within 30 days, or such additional time as is reasonably required to correct any such default, after written notice by LESSEE to LESSOR properly specifying wherein LESSOR has failed to perform any such obligation. In no event shall LESSOR ever be liable to LESSEE for any indirect or consequential damages by reason of LESSOR's breach or default of the terms of this LEASE.

E. No Recording

LESSEE shall not record this LEASE without LESSOR's permission.

F. Joint Obligations

The Obligations of undersigned are joint and several.

G Late charges

If rent or any other sum payable under the terms of this LEASE shall remain outstanding for a period of five (5) days LESSEE shall pay to LESSOR a late charge equal to 15% of the sum outstanding for each month or portion of a month that the sum remains unpaid. In addition a LESSEE shall pay a Service Fee of \$100.00 for each invoice that the LESSOR must prepare in the event rent is not paid on or before the fifth day of each month.

H. Trash Removal

See Section 8(1)(a)

I. Omitted**J. Additional Rent - Real Estate Taxes and Operating Expenses**

Section J(1) Certain Definitions. For the purpose of this Paragraph, the following definitions shall apply: (a) as used herein the term "Taxes" shall mean all taxes levied, assessed or imposed at any time on the real estate and all assessments, betterments, sewer entrance fees and public charges levied, assessed or imposed at any time after the Commencement Date by any governmental authority upon or against the land with buildings, fixtures, signs and improvements thereon then comprising the Building (the "Landlord's Property"). This definition of Taxes is based upon the present system of real estate taxation in the Commonwealth of Massachusetts; if taxes upon rentals or any other basis shall be in whole or in part, for the present ad valorem substituted, real estate taxes, the term Taxes shall be deemed changed to the extent to which there is such a substitution for the present ad valorem

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real estate taxes; (b) the term "Fiscal Year" shall mean July first to the June 30th next following, or such other tax period as may be established by law for the payment of Taxes; and (c) the term "Operating Expenses" shall mean all costs of Landlord in owning, servicing, operating, managing, maintaining, and repairing the Landlord's Property, including without limitation, the costs of the following: (i) building services furnished to the tenants of the Building at Landlord's cost and building maintenance performed by Landlord's employees or by independent contractors under contract with Landlord or Landlord's managing agent; (ii) utilities consumed and expenses incurred in the operation and maintenance of the Landlord's Property and the facilities appurtenant thereto, including without limitation, oil, gas, electricity (other than those utilities paid directly by tenants of the Building), water, sewer, snow removal, and fire protection, including without limitation, fees paid to any governmental authority for any of the foregoing; (iii) insurance; and (iv) management fees. If Landlord in its sole discretion installs a new or replacement capital item in the Building (including without limitation, for the conservation or preservation of energy) the cost of such item amortized over a reasonable period, including interest at a rate then being charged by institutional lenders on new permanent first mortgage loans on commercial buildings similar to the Building, shall be included in Operating Expenses. Operating Expenses shall not include payments of principal, interest, or other charges on mortgages; costs of work or services for particular tenants which are reimbursable to Landlord by such tenants; repairs caused or occasioned by fire or eminent domain; advertising and marketing costs and leasing commissions; and the costs of so-called tenant improvements to rentable areas in the Building.

Section J(2) Payment of Share of Taxes. (a) Beginning upon the Commencement Date, Tenant shall pay to the Landlord as Additional Rent an amount equal to twelve (12%) of the Taxes for each Fiscal Year or portion thereof included within the Term of this Lease. Landlord shall furnish to Tenant a statement of the Taxes payable during each Fiscal Year on or before October 1 and April 1 of each Fiscal Year, or within thirty (30) days of the receipt of the tax bill for each semi-annual or quarterly installment of Taxes for such Fiscal Year, whichever is applicable. The amounts payable by Tenant under this section shall be payable monthly, on account, at the times Minimum Rent is payable under this Lease, in installments reasonably estimated by Landlord from time to time sufficient to pay Tenant's share of Taxes when the Taxes become due. Within thirty (30) days after the receipt of the final tax bill for each Fiscal Year, any excess payment on account by Tenant hereunder shall be credited against the next payments due under this section any deficiency shall be immediately due and payable, and Landlord shall readjust the monthly installments thereafter payable hereunder to the extent necessary. (b) If, after Tenant shall have made any payment under this section, Landlord shall receive a refund of any portion of the Taxes, by final determination of legal proceedings, settlement or otherwise ("Proceedings"), Landlord shall, within thirty (30) days after receiving the refund, pay to Tenant Tenant's Tax Percentage of the refund, which shall be computed and adjusted if Tenant's original payment covered a shorter period than covered by the refund, less the expense (including, but not limited to, reasonable attorneys' fees and appraisers' fees) allocable to Tenant's share and incurred by Landlord in connection with any such application or proceeding. Landlord shall have sole control of all tax abatement proceedings. (c) Upon the date of the expiration or termination of this Lease, whether the same be the date hereinabove set forth for the expiration of the term or any prior or subsequent date, a proportionate share of the payments on account of Taxes for the Fiscal Year in which such expiration or termination occurs, if any, shall immediately become due and payable by Tenant to Landlord as Additional Rent. Such proportionate share shall be based upon the length of time this Lease shall have been in effect during such Fiscal Year. If the tax bill for the Fiscal Year in which such expiration or termination occurs shall not have been received by Landlord, promptly after such expiration or termination, Landlord shall estimate the payment due from Tenant based upon the most recent tax bill theretofore received by Landlord. Within thirty (30) days after the receipt of the tax bill for such Fiscal Year, Landlord and Tenant shall make appropriate adjustments of such estimated payments.

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Section J(3) Interest on Late Tax Payments. If Tenant is late in any tax payment due under section, it shall pay Landlord in full for any interest required by the taxing authority of Landlord on account of such late payment, or if no interest is due the taxing authority because Landlord advances the Taxes, Tenant shall pay fourteen percent (14%) per annum interest (or such lesser rate as may be the maximum amount which may be imposed lawfully) on any late payment.

Section J(4) Payment of Share of Operating Expenses. Beginning upon the Commencement Date, Tenant shall pay to the Landlord as Additional Rent an amount equal to twelve percent (12%) of the Operating Expenses for each calendar year or portion thereof included within the Term of this Lease. The amounts payable by Tenant under this section shall be payable monthly, on account, at the times Minimum Rent is payable under this Lease, in installments reasonably estimated by Landlord from time to time. Within ninety (90) days after the end of each calendar year, Landlord shall provide Tenant with an accounting of the Operating Expenses and other data necessary to calculate the Additional Rent payable by Tenant under this section. Any excess payment on account by Tenant hereunder shall be credited against the next payments due under this section and any deficiency shall be immediately due and payable.

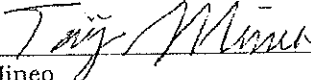
Section J(5) Estimated Payments. As to any payments required under this section, Landlord may bill Tenant on a monthly or other periodic basis for estimated amounts due subject to readjustment when the final amounts are determined, and Tenant shall pay such estimated bills as Additional Rent on the next rent day following such billing.

K. "AS IS" Condition.

The Premises and all fixtures and equipment situated therein on the date of this Lease are leased in "AS-IS" condition. Landlord makes no warranties expressed or implied with respect to the condition of the Premises or the Building as to matters observable, latent or otherwise. Tenant represents that it has made such investigation of the Premises and of the Building as Tenant deemed necessary in order to permit Tenant to accept the same in such "AS IS" condition.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this ____ day of June 2018.

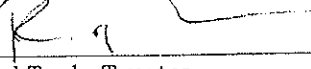
LESSEE: TAIJI MINEO



 Taiji Mineo

LESSEE: BRIGHT LIFE VIEW, LLC


 Taiji Mineo, its Manager

LESSOR:


 Richard Tuck, Trustee


 Lessee

 Lessee


 Lessor



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 10/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 400 West Cummings Park Suite 6725 Woburn, MA 01801	CONTACT NAME: PHONE (A/C, No, Ext): (781) 933-2626 FAX (A/C, No): (781) 932-6341 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Utica First NAIC # 15326 INSURER B: Hartford Ins Co of the Midwest 37478 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Bright Life View LLC dba Migaku 595 Revere Beach Pkwy #57 Revere, MA 02151	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BOP446288601	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08WECAD5MCT	8/1/2020	8/1/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Restaurant located at 238 Washington St, Brookline, MA.

CERTIFICATE HOLDER

CANCELLATION

Town of Brookline 333 Washington Street Brookline, MA 02445	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
Lafayette City Center
2 Avenue de Lafayette, Boston, MA 02111-1750
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Bright Life View LLC, dba: Migaku

Address: 238 Washington St

City/State/Zip: Brookline, MA 02445

Phone #: 617-759-4654

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 4 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Hartford Insurance Company

Insurer's Address: 3600 Wiseman Blvd

City/State/Zip: San Antonio, TX 78251

Policy # or Self-ins. Lic. # 08 WEC AD5MCT

Expiration Date: 08/01/2021

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under § 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Taj Wink

Date: 10/27/2020

Phone #: 617-759-4654

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (check one):

1. ☐ Board of Health
2. ☐ Building Department
3. ☐ City/Town Clerk
4. ☐ Licensing Board
5. ☐ Selectmen's Office
6. ☐ Other _____

Contact Person: _____ Phone #: _____

Checklist for Common Victualler with Alcohol



☒ Common Victualler Application ☐ New Restaurant ☒ Existing

Only
req.
for
new
rest

- ☐ Description of Operations
- ☐ Copy of menu
- ☐ Vote of Corporation
- ☐ Litter Letter
- ☐ Delivery description
- ☐ Renovation Form
- ☐ License Interview Form
- ☐ State Tax Verification Form
- ☐ CORI Acknowledgement Form
- ☐ General and Liquor Liability Insurance Certificate
- ☐ Workers' Compensation Insurance Affidavit
- ☐ Three letters of reference
- ☐ A set of: a description, illustration, and/or detailed plans

☒ IN-PERSON class for the safe service of alcohol certification (Manager of Record)
 ○ **On-line class will be accepted during the Covid-19 pandemic only**

☒ Crowd Manager Certification from the Massachusetts Department of Fire Services (Manager of Record – If there is a bar)

- ☒ Alternate Manager Application (if applicable)
- ☒ Entertainment Application (if applicable)
- ☒ Outdoor Seating Application (if applicable)

-
- ☐ Report from Brookline Police
 - ☐ Report from Building
 - ☐ Report from Fire
 - ☐ Report from Health
 - ☐ DPW (Outside seating only)



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

APPLICATION FOR COMMON VICTUALLER LICENSE

DATE: 07/13/2020

LOCATION: 238 Washington Street

APPLICANT: Bright Life View LLC

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Migaku

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

LLC Partnership

NAME	TITLE	EMAIL ADDRESS
Taiji Mineo	Co-owner, Manager	taijimineo@gmail.com

TELEPHONE # ADDRESS

[REDACTED]

NAME	TITLE	EMAIL ADDRESS
Manabu Ito	Co-owner	manboosaga@gmail.com

9.A.

TELEPHONE #

ADDRESS

[Redacted]

NAME

TITLE

EMAIL ADDRESS

TELEPHONE #

ADDRESS

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALLER LICENSE IN BROOKLINE/ELSEWHERE? Yes

IF YES, LOCATION: AND DATES: 238 Washington Street; 4/2019

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS: _____

IF YES, LOCATION: AND DATES _____

HOURS OF OPERATION FOR FOOD SERVICE:

DAYS: Monday - Sunday HOURS: 11:30 AM - 11:00 PM

DAYS: _____ HOURS: _____

DAYS: _____ HOURS: _____

HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE: (If applicable)

DAYS: Monday-Saturday HOURS: 11:30-11:00 PM

DAYS: Sunday HOURS: 12:00 PM - 10:00 PM

DAYS: _____ HOURS: _____

PLEASE NOTE:

THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.

MENU: (GENERAL TYPE OF FOOD SERVED)Japanese noodle and rice dishes.**FLOOR SPACE SQ. FT.** 950**BYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises?** no**(If yes, please be aware of applicable Town regulations governing BYOB.)****SEATING CAPACITY:** INSIDE: 30 OUTSIDE: 0**Outside seating only applicable for 6 months from April 1st – September 30th.****(Please attach plan showing location and layout of outdoor seating.)**

If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of \$250,000.00/\$500,000.00.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Applicant agrees to outside seating terms and conditions: _____**NUMBER OF BATHROOMS :** EMPLOYEE: 2 PUBLIC: 2**NUMBER OF PARKING SPACES (IF ANY):** _____**NUMBER OF EMPLOYEES:** 6

All Common Victualler Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the Town By-Laws, and the Town's Prepared Food Sales Regulations.

Application Agrees to terms and conditions _____

APPLICANT SIGNATURE Taij Mineo **TITLE:** Owner, Manager **PHONE#** 617-759-4654
EMAIL ADDRESS taijmineo@gmail.com



VOTE OF CORPORATION

DATE: 07/13/2020

AT A MEETING OF THE BOARD OF DIRECTORS OF Bright Life View LLC, dba: Migaku

HELD AT: 595 Revere Beach Pkwy #57, Revere, MA ON: 07/13/2020

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

Full Liquor

(TYPE OF LICENSE)

FOR THE YEAR 2020 TO BE EXERCISED ON THE PREMISES LOCATED AT

238 Washington Street, Brookline, MA 02445

VOTED: TO AUTHORIZE Taiji Mineo TO SIGN

THE APPLICATION FOR THE LICENSES IN THE NAME OF Bright Life View LLC

AND TO EXECUTE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.

THIS CORPORATION HAS not BEEN RESOLVED.

A TRUE COPY

ATTEST: Manabu Ito

~~CLERK~~ Sole LLC Manager and LLC Member

LICENSE INTERVIEW FORMTYPE OF LICENSE APPLYING FOR: Full LiquorNAME: Taiji MineoADDRESS: [REDACTED]EMAIL ADDRESS: taijimineo@gmail.comPHONE #: [REDACTED]PLACE OF BIRTH: JapanFATHER'S NAME: Kizo MOTHER'S MAIDEN NAME: MatsuiARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # _____ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 2007~present LOCATION: [REDACTED]

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

EDUCATION

DATE: 1974~1978 **LOCATION:** Keio University - Tokyo Japan

DATE: 1979~1983 **LOCATION:** Berklee Collage of Music - Boston MA

DATE: _____ **LOCATION:** _____

DATE: _____ **LOCATION:** _____

EMPLOYMENT HISTORY

DATE: 1990~present **LOCATION:** Sapporo Ramen **POSITION** Owner

DATE: 2013~present **LOCATION:** Ittoku **POSITION** Co-owner

DATE: 2014~present **LOCATION:** Sapporo at Hmart **POSITION** Owner

DATE: 2018~present **LOCATION:** Migaku **POSITION** Co-owner

DATE: _____ **LOCATION:** _____ **POSITION** _____

SIGNATURE: *Taij Wink* **DATE:** 07/13/2020

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)



STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

Taj Minch

*Signature of Individual

By: Corporate Officer

[REDACTED]

** Social Security #

Voluntary or Federal ID #

*This license will not be issued unless this certification clause is signed by the applicant.

****Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.**

9.A.

Bright Life View LLC, d/b/a Migaku
Brookline, MA

August 20, 2020

Select Board
Town of Brookline
333 Washington Street, 6th Floor
Brookline, MA 02445

RE: Litter Letter
Bright Life View LLC, d/b/a Migaku
238 Washington Street, Brookline, Massachusetts

Dear Members of the Select Board:

In accordance with the Town of Brookline Bylaws, Article XXXV, Sec. 7, the following is the litter plan and procedure for the above captioned entity.

- (1) The store will have trash barrels located inside the store so that litter may be deposited therein.
- (2) The store manager will be instructed and required to inspect the trash containers at least twice a day and more often if conditions warrant and to empty said containers as required.
- (3) The store manager will be instructed and required to inspect and sweep the outside area of each store. This will include the sidewalk and gutters and to sweep and pick up any and all trash and litter as conditions require.
- (4) All litter, from whatever source collected, will be bagged and placed into the trash that is normally associated with the store's regular business activities and removed on a regular basis by a commercial trash collector.
- (5) All dumpsters/receptacles shall be kept closed and secured to ensure that they shall remain closed when not in use.

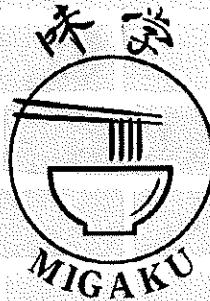
If any other information is required, please be in touch.

Sincerely,

Taiji Mineo
Manager

9.A.

Before placing your order, please inform your server if a person in your party has a food allergy.



Store Hours: Mon - Sun
Lunch: 11:30 am - 3:30 pm
Dinner: 5 pm - 9 pm

238 Washington St.
Brookline, MA 02445

TEL. 617-608-3141

Deliver via: Grubhub grubHub

CHAMPON

Why aren't they any Ramen with seafood? You ask.
Well, There is. It's called Champion
It features pork, seafood and veggies with a pork
and chicken broth. Our head chef grew up where
Champion came from - Nagasaki
Enjoy the authentic taste of Champion!

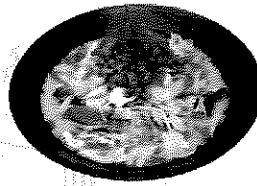
Extra Topping

Noodles \$2 | Seasoned Ground Pork \$3.50 | Extra Shrimp \$4
Extra Squid \$4 | Cabbage \$2 | Bean Sprouts \$1 | Corn \$2
Wood Ear Mushroom \$3 | Onsen or Boiled Egg \$2.50
Cha-shu Pork \$4.50 | Sukiyaki Beef \$4.50 | Mental \$3



Nagasaki Champion

Thick champion noodle soup topped
with stir fried mixed vegetables,
seafood and pork
\$12.50



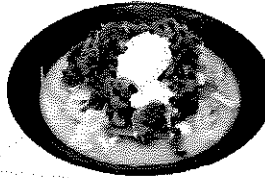
Kara Goma Champion

Thick champion noodle soup topped
with stir fried mixed vegetables,
seafood and pork
\$14.50



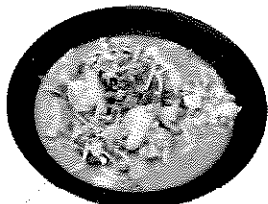
Omori Niku Champion

Thick champion noodle soup topped
with extra vegetables and pork
\$12.50



Sukiyaki Champion

Thick champion noodle soup topped
with sukiyaki beef, seafood, mixed
vegetables and onsen egg
\$14.50



Miso Champion

Spicy version available
Miso flavored noodle soup topped
with stir fired mixed vegetables,
seafood and ground pork
\$13.50



Nagasaki Sara Udon

Choice of noodle, thin crispy/ thick
soft topped with mixed vegetables,
seafood and pork
\$12.50

RAMEN

Extra Topping

Noodles \$2 | Seasoned Ground Pork \$3.50 | Extra Shrimp \$4
Extra Squid \$4 | Cabbage \$2 | Bean Sprouts \$1 | Corn \$2
Wood Ear Mushroom \$3 | Onsen or Boiled Egg \$2.50
Cha-shu Pork \$4.50 | Sukiyaki Beef \$4.50 | Mental \$3



Yakibuta Ramen

Ramen noodle soup topped with
thick cut tender cha-shu and
boiled egg
Beef (+\$1) or Chicken Topping is
available
\$12.50



Tan Tan Men

Sesame flavoured noodle soup
topped with seasoned ground pork
\$13.50



Spicy Miso Ramen

Non Spicy Version Available
Spicy miso flavored ramen topped
with cha-shu. Ground pork, com,
bean sprouts and scallions
Beef (+\$1) or Chicken Topping is
available
\$13.50



Stamina Ramen

Ramen noodle soup topped with
sweet soy seasoned sliced pork
and onsen egg
\$13.50



Vegetarian Ramen

Vegetarian.
Noodle soup topped with cabbage,
bean sprouts, snowpea, carrots
and tofu
\$13.50

Rice Bowl



Cha- Shu Don

Rice bowl topped with cha -shu pork and yu-choy

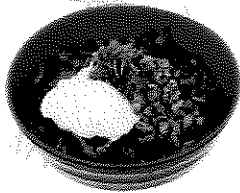
\$11.50



Yakiniku Don

Rice bowl topped with sweet soy seasoned sliced pork and onsen egg

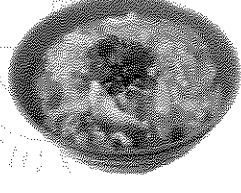
\$11.50



Kyu Shu Don

Rice bowl topped with seasoned ground pork, takana (Japanese pickles) and onsen egg

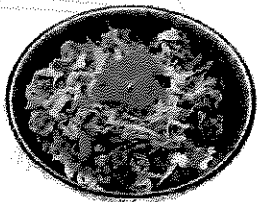
\$11.50



Curry Don

Curry Sauce on rice

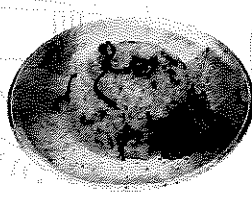
\$11.50



Gyu (Beef) Don

Rice bowl topped with sukiyaki beef, onions and red ginger

\$11.50

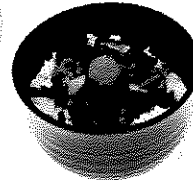


Takana Cha Han

Fried rice with takana (Japanese pickles)

\$9.50

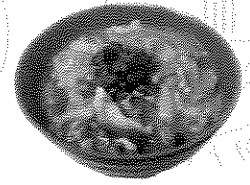
Side Order



Takana Mentai (Sm)

Rice bowl topped with Japanese pickles and mentai

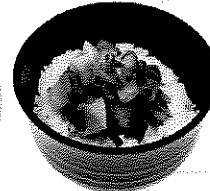
\$4.50



Curry Don (Sm)

Curry Sauce on rice

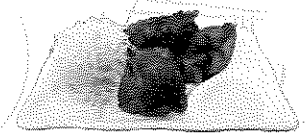
\$4.50



Cha Shu Don (Sm)

Rice bowl topped with cha-shu pork and yu - choy

\$4.50



Kara - Age

Deep fried seasoned chicken

\$6.50



Gyo- za

Pork and vegetable dumpling

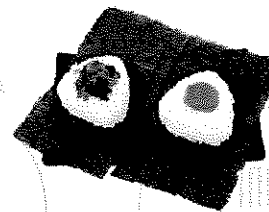
\$6



Negi Cha -shu

Cha - Shu with scallions

\$5.50



Onigiri

Rice ball choice of : cod roe or takana pickle

\$2.5/pc



Dashi Onsen Tamago

Onsen egg with dashi sauce

\$3.50

Drinks

Coke \$1.50

Diet Coke \$1.50

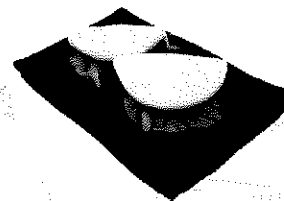
Ginger Ale \$1.50

Poland Springs \$1.50

Green Tea \$3

Oolong Tea \$3

S. Pellergrino \$2.50



Buns

Pork Buns

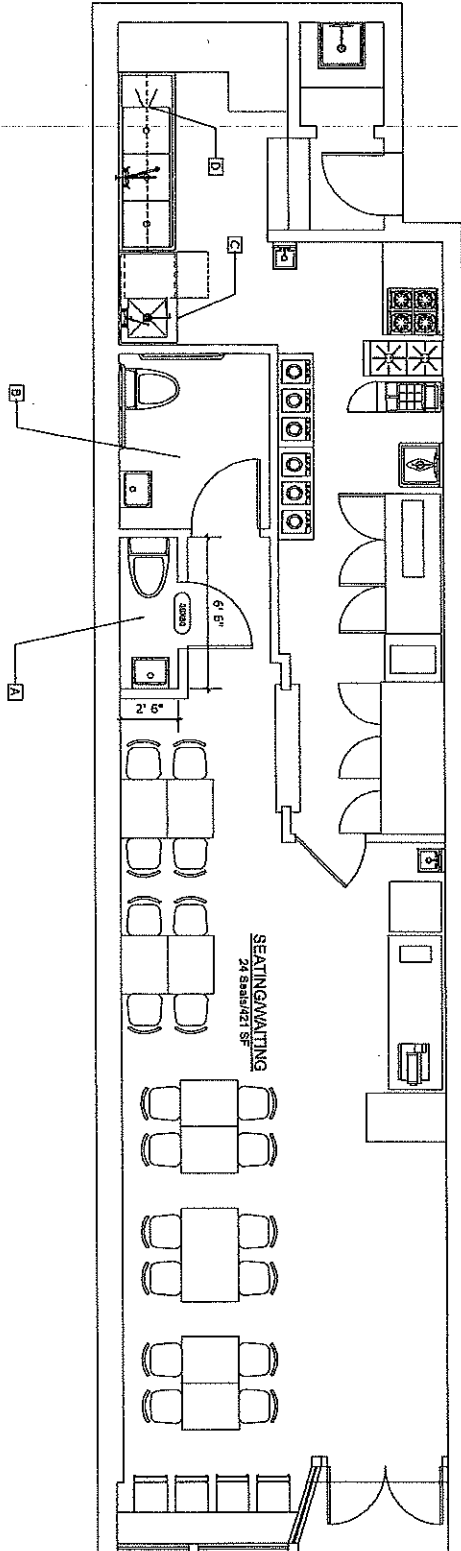
\$6

Edamame \$4

Seaweed Salad \$4

Rice \$2

MIGAKU Floor Plan
238 Washington Street
Brookline, MA 02445



REVISION NOTES

- ☐ A NEW RESTROOM WITH LOW FLOW TOILET AND WALL-HUNG LAVATORY SINK AND FAUCET. LIGHTING AND EXHAUST FAN BY GC.
- ☐ B EXISTING, HANDICAPPED ACCESSIBLE RESTROOM TO REMAIN. GC TO ADD POWER OPERATED DOOR OPENER FOR EXISTING DOOR.
- ☐ C NEW DISH TABLE WITH SINK AND UNDERCOUNTER DISHWASHER, COMMERCIAL GRADE GARBAGE DISPOSAL TO BE PROVIDED BY GC.
- ☐ D WALL MOUNTED CLEANED DISH SHELF

08/11/2020

Town of Brookline
333 Washington Street,
Brookline, MA 02445

To Whom It May Concern:

It is with great pleasure that I recommend Taiji Mineo. I have known him for 10 years.

Taiji has always displayed a high degree of integrity, responsibility and ambition. He is definitely a leader rather than a follower. In addition to his excellent scholastic accomplishment, he has proven his leadership ability by organizing 4 restaurants.

He is also a most dependable team player. His good judgment and mature outlook ensures a logical and practical approach to his goals.

Taiji would be an asset to any organization, and I am happy to give him my wholehearted endorsement.

Sincerely
Greg Cumings
617-721-4433

A handwritten signature in cursive script that reads "Greg Cumings". The signature is written in dark ink and is positioned below the typed name and contact information.

08/11/2020

Town of Brookline
333 Washington Street,
Brookline, MA 02445

To Whom It May Concern:

It is with great pleasure that I recommend Taiji Mineo. I have known Taiji for over 10 years.

Taiji currently owns three restaurants in Cambridge, Massachusetts and one in Brookline, Massachusetts. He has been in the restaurant business for over 30 years.

Taiji is, in short, a good person. He has always been kind and generous with others. He has a strong sense of duty, which applies in his job, family and community. He also possesses a great deal of integrity, and constantly strives to make sure he is doing the right thing.

Taiji and his business would be an asset to any organization or town. I can definitely recommend him for any position or undertaking that he chooses to pursue.

Please do not hesitate to call me if you would like to discuss this recommendation further.

Sincerely,
Usanee Chaovatana
617-939-7634

A handwritten signature in black ink, appearing to read 'Usanee Chaovatana', with a stylized flourish at the end.

08/11/2020

Town of Brookline
333 Washington Street,
Brookline, MA 02445

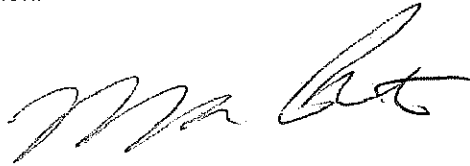
To Whom It May Concern:

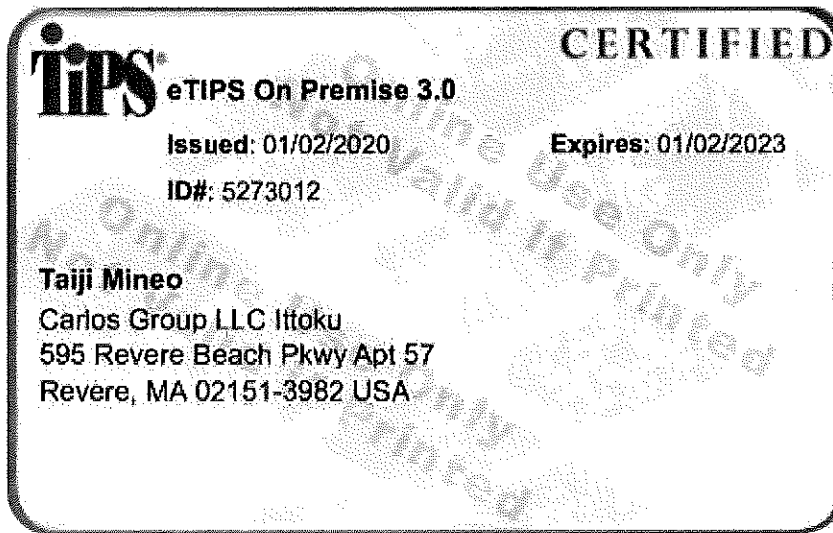
I confirm that I know Taiji Mineo and he has been my friend for more than 20 years. He has been my colleague at work and this has made us very close.

I know Taiji to be dependable, responsible, honest and courteous. In both professional and personal realms, Taiji is a leader. He is able to communicate with people both younger and older than him and to be positive and friendly.

I would be highly recommend Taiji for any path he chooses to pursue. His knowledge and experience would be a valuable asset. Should there be need, I will be happy to give you additional information.

Sincerely,
Manabu Ito
617-605-8078

A handwritten signature in black ink, appearing to read 'Manabu Ito', written in a cursive style.



Checklist for Alternate Manager



- ☒ Alternate Manager Application
 - ☒ License Interview Form
 - ☒ CORI release form
 - ☒ Three letters of reference (Board of Directors)
 - ☒ Vote of Corporation
 - or letter from manager of record
 - ☒ IN-PERSON class for the safe service of alcohol certification
 - **On-line class will be accepted during the Covid-19 pandemic only**
 - ☒ Crowd Manager Certification from the Massachusetts Department of Fire Services (Only if there is a bar)
 - ☒ Valid Identification (State issued License, Passport, etc.)
-
- ☐ Report from Brookline Police Chief

1. LICENSEE INFORMATION:			
Legal Name of Licensee: Bright Life View LLC		Business Name (dba): Migaku	
Address: 238 Washington Street			
City/Town: Brookline		State: MA	Zip: 02445
ABCC License Number: 		Phone Number of Premises: 617-608-3141	
(if existing licensee)			
2. MANAGER INFORMATION:			
A. Name: Charles Harkins		B. Cell Phone Number: 781-217-8052	
C. List the number of hours per week you will spend on the licensed premises:		24 - 30	
3. CITIZENSHIP INFORMATION:			
A. Are you a U.S. Citizen: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		B. Date of Naturalization: 	
C. Court of Naturalization: 			
(Submit proof of citizenship and/or Naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)			
4. BACKGROUND INFORMATION:			
A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, please describe:			
B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that Have been suspended, revoked or cancelled?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, please describe:			
C. have you ever been the Manager of record of a license that was issued by this Commission?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, please describe:			
D. Please list your employment for the past ten years (Date, Position, Employer, Address, and Telephone:			
2004~present , City of Cambridge DPW, Forestry Supervisor. 147 Hampshire St. Cambridge, MA 02139, 617-349-4800			

Signature Charles T. Hankins

Page: 204

LICENSE INTERVIEW FORMTYPE OF LICENSE APPLYING FOR: Full Liquor - Alt ManagerNAME: [REDACTED]ADDRESS: [REDACTED]EMAIL ADDRESS: harptrick1@yahoo.comPHONE #: 781-217-8052PLACE OF BIRTH: Chelsea, MAFATHER'S NAME: Charles Harkins MOTHER'S MAIDEN NAME: Donna SidlauskasARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # _____ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: Oct 2013~present LOCATION: 217 Cross St. #1 Malden, MA 02148

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

DATE: _____ LOCATION: _____

EDUCATION

DATE: 1987~1991 LOCATION: Medford High School

DATE: 1991~1996 LOCATION: Suffolk University B.S.

DATE: LOCATION:

DATE: LOCATION:

EMPLOYMENT HISTORY

DATE: 2004~present LOCATION: City of Cambridge DPW POSITION Forestry Supervisor

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

SIGNATURE *Charles P. Hunkler* DATE: 7/22/2020**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**

**VOTE OF CORPORATION**DATE: 7/22/2020AT A MEETING OF THE BOARD OF DIRECTORS OF Bright Life View LLCHELD AT: 238 Washington StreetON: 7/22/2020

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

Full Liquor

(TYPE OF LICENSE)

FOR THE YEAR 2020 TO BE EXERCISED ON THE PREMISES LOCATED AT238 Washington Street, Brookline, MA 02445VOTED: TO AUTHORIZE Charles Harkins TO SIGN

THE APPLICATION FOR THE LICENSES IN THE NAME OF _____

Bright Life View LLC, dba: Migaku AND TO EXECUTE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.THIS CORPORATION HAS not BEEN RESOLVED.

A TRUE COPY

ATTEST:

CLERK

APPENDIX A - CORI Acknowledgment Form

I am an: (please check one)

☒Applicant - Position: Alternate Manager Department/License: Full Liquor☐

Volunteer - Position: _____ Department: _____

☐

Employee - Position: _____ Department: _____

☐

Contractor - Company Name _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Charles P. Harkins
Applicant/Employee/Volunteer/Contractor Signature

7/22/2020
Today's Date

Applicant/Volunteer/Employee/Contractor Information (Please Print)Last Name: Harkins First Name: Charles MI: P

Current Address: _____

Former Address(es): _____

Maiden Name or Alias (If Applicable): _____ Place of Birth: Chelsea, MA

Date of Birth: _____ Last 6 digits of Social Security Number: _____

Sex: M Height: 6 ft. 0 in. Race: White Eye Color: Green

State Driver's License Number (Include State) _____ ID Theft Index PIN*: _____

List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: Donna Sidlauskas Father's Name: Charles Harkins

*The Identity Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

*****For Official Use Only*****

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type)

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____

MASSACHUSETTS COMMERCIAL DRIVER'S LICENSE

11/14/2018 11/20/2023

HARRIS
CHARLES PATRICK, III

18 EYES GRN 15 SEX M 16 HGT 5'-11"
5 DOB 11/14/2018 Rev 02/22/2016

Charles Harris

183165505
146300201

www.mass.gov/rmv
1/14/2022/2016

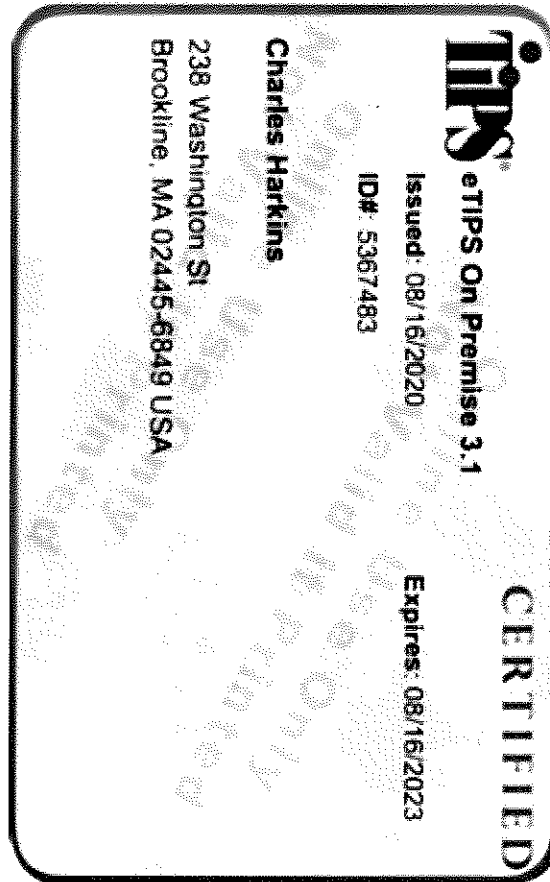
11/20/1972
CLASS -
B: Single vehicle greater than
25,001 GVWR.

ENDORSEMENTS -
NONE

RESTRICTIONS -
NONE

CHANGE OF ADDRESS. PRINT BELOW. PERMANENT INFO.

9.A.



08/11/2020

Town of Brookline
333 Washington Street,
Brookline, MA 02445

To Whom It May Concern,

I'm honored for writing a reference letter for Charles Harkins who has worked for our company as a Manager. As the owner of Migaku, I verified that he is indeed a very hard working and honest person.

He is known for his kind and helpful attitude towards customers and co-workers. He is the best source of encouragement to his fellow workers.

I believe that Charles Harkins is a very compassionate person on both professional and personal levels.

Please contact me should you require any further information.

Sincerely,
Taiji Mineo
617-759-4654

A handwritten signature in black ink, reading "Taiji Mineo". The signature is written in a cursive, flowing style.

08/11/2020

Town of Brookline
333 Washington Street,
Brookline, MA 02445

To Whom It May Concern:

My name is Usanee Chaovatana and I am proud to offer my recommendation for Charles Harkins to whom I have personally known for five years as my friend. During my relationship with Charles I have experienced an individual who shows up earlier than asked, work hard and carries themselves in a polite, respectable manner. In addition, Charles is a family person who has always presented himself with level headedness and grace.

Please do not hesitate to contact me if you should require any further information.

Best,
Usanee Chaovatana
617-939-7634

A handwritten signature in black ink, appearing to read 'Usanee Chaovatana', with a stylized, cursive script.

08/11/2020

Town of Brookline
333 Washington Street,
Brookline, MA 02445

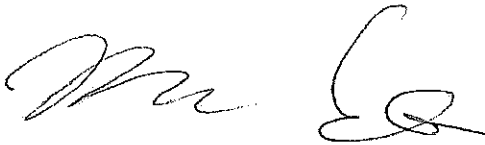
To Whom It May Concern:

I have known Charles Harkins for a few years as my friend and colleague.

Charles is responsible for maintaining the smooth operation of my restaurant, he is highly competent, well organized, outgoing and an excellent communicator. He completes all of his tasks with warmth, insight and professionalism.

I highly recommend Charles. Should you wish to discuss my recommendation further, please do not hesitate to call.

Yours truly,
Manabu Ito
617-605-8078

A handwritten signature in black ink, appearing to read 'Manabu Ito', with a stylized flourish at the end.

We the People

*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.*

Charles P Harkins

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

USA

UNITED STATES OF AMERICA

Type / Type / Tipo: P Date of issue / Date de délivrance / Fecha de expedición: 05 Jun 2012
Passport No. / No. de Pasaporto / No. de Pasaporte: [REDACTED]

Surname / Nom / Apellidos: HARKINS III
Given Names / Prénoms / Nombres: CHARLES PATRICK
Nationality / Nationalité / Nacionalidad: UNITED STATES OF AMERICA
Date of birth / Date de naissance / Fecha de nacimiento: [REDACTED]

Place of birth / Lieu de naissance / Lugar de nacimiento: MASSACHUSETTS, U.S.A.
Date of issue / Date de délivrance / Fecha de expedición: 05 Jun 2012
Date of expiration / Date d'expiration / Fecha de caducidad: 04 Jun 2022

Sex / Sexe / Sexo: M
Authority / Autorité / Autoridad: United States
Department of State

Endorsements / Mentions Spéciales / Anotaciones: SEE PAGE 27

USA



BROOKLINE BOARD OF ASSESSORS

333 Washington Street, Brookline, MA 02445 (617) 730-2060

To: Select Board; Bernard W. Greene, Chair
 Date: November 27, 2020
 From: Board of Assessors; Rachid Belhocine, Chair
 Re: Presentation of FY2021 Tax Rate Options & Assessment Information

Dear Chair Greene & Board Members:

The enclosed materials, along with our tax classification presentation, are intended to assist you in determining the percentages of tax levy to be borne by each major class of property (residential, commercial, industrial, personal) and the percentage for the residential exemption for FY2021. The materials include an estimate of the tax rates based on the maximum allowable levy, less the budgeted excess levy capacity and various levy shift options, as well as the tax impact on each property group as represented by the median value by class. The requirements of the annual tax classification hearing are described in Chapter 40, section 56 of the General Laws.

The FY2021 assessments are based on a valuation date of January 1, 2020. The market period used in our sales analysis was primarily calendar year 2019, although we used 24-months of sales from July 1, 2018 through June 30, 2020, for certain classes of property with lower number of sales. Over that period the Brookline residential real estate market benefited from continued demand, although overall showed more modest appreciation than seen in prior years.

The individual sales and FY2021 assessments are displayed in the interactive Sales Map application on the Assessor's website. Based on our analysis, the median sale price of a single family home in Brookline in 2019 was \$1,980,000, while the median sale price of a condominium unit in 2019 was \$880,000. Apartment rental rates continued to increase in all areas of town attracting both local and outside investment in existing properties. The strong rental market has also driven an unprecedented number of filings under the Massachusetts comprehensive permit statute and regulations for new developments incorporating a percentage of affordable units. The list of the Chapter 40B projects is available on the Planning Department website. Several of these projects were near completion as of 1/1/2020.

Activity within the commercial sector has been slow and rents have seen a small to no appreciation. Construction continued at 2 Brookline Place by Children's Hospital and the new Claremont Companies' Hilton Garden Inn at 700 Brookline Ave. These two projects along with the acquisition of the former Newbury College campus by Welltower added approximately \$66,000,000 and \$10,700,000 to the FY2021 commercial and residential tax bases respectively, which translated into about \$1,130,000 in tax dollars growth. On the other hand the purchase of the office building at 730 Commonwealth Ave. by Boston University removed about \$48 million, or approximately 2% from the commercial value base for FY2021.

1

Annual Tax Rate
Classification Reports
Assessment Trends
Top Taxpayers

2

Property Tax
Classification Hearing
Presentation Slides

3

Select Board Worksheets
Residential Exemption &
Tax Rate Options

4

Arms-Length Sales &
Sales Map

5

Brookline
AT-A-Glance
Cherry Sheet & A Primer
On Prop 2 ½ & Levy Limits

TOWN of BROOKLINE**FISCAL YEAR 2021****ANNUAL TAX CLASSIFICATION REPORT**

Select Board	Bernard Greene, Chair Nancy Heller Heather Hamilton Raul Fernandez John VanScoyoc
Board of Assessors	Rachid Belhocine, Chair Harold Petersen, Vice-chair Mark Mazur, Clerk
Town Administrator	Melvin Kleckner
Deputy Town Administrator	Melissa Goff
Acting Chief Assessor	Rachid Belhocine
CFO & Treasurer/ Collector	Jeana Franconi
Town Accountant	Michael DiPietro
Town Clerk	Patrick Ward

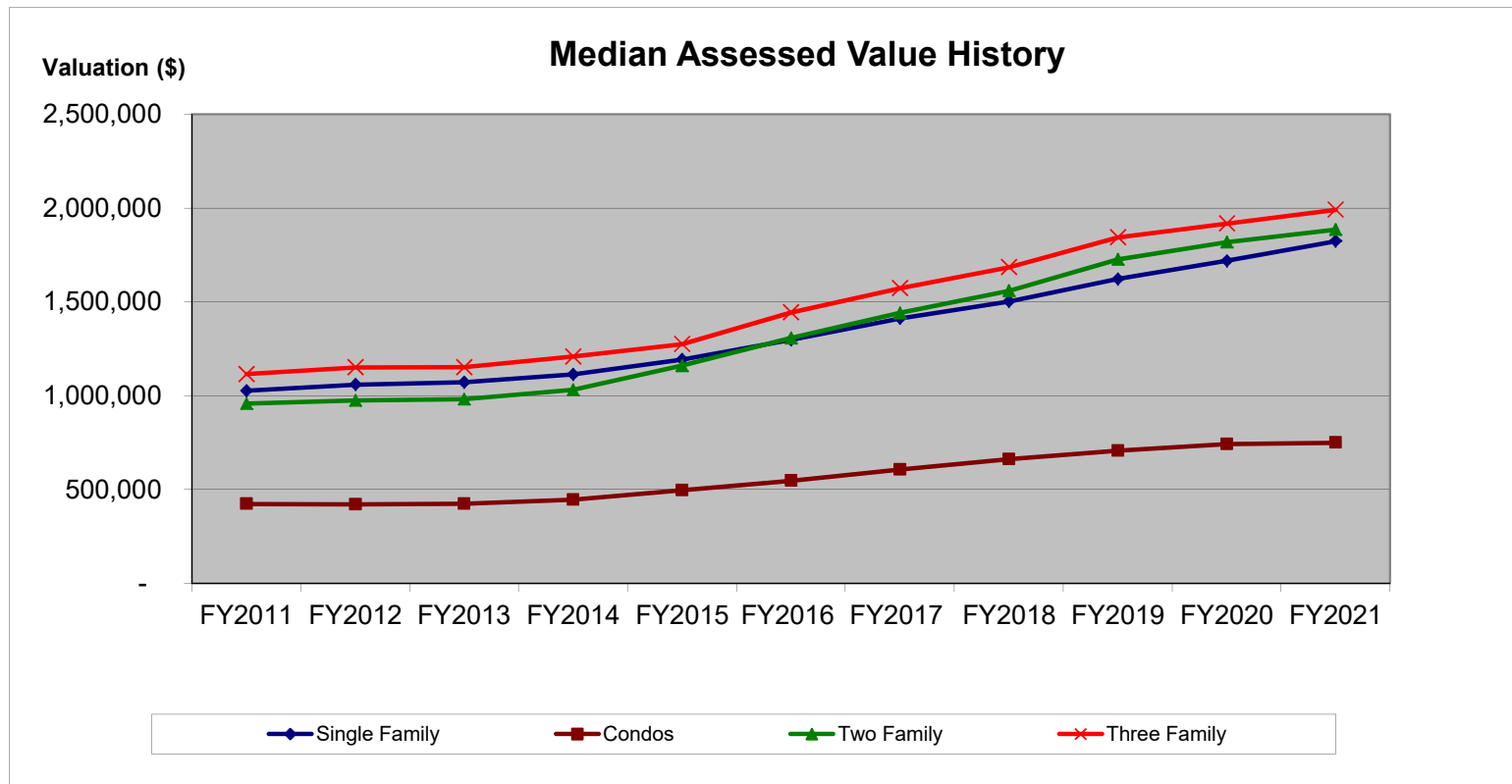
CLASSIFICATION HEARING**December 1, 2020****TAX CLASSIFICATION IN REVIEW**

	FY2018	FY2019	FY2020
Maximum Allowable Levy	\$ 211,397,335	\$ 228,220,790	\$ 238,898,909
Residential Value Share	89.93%	89.39%	89.75%
Com./Ind./Pers.Prop. Value Share	10.07%	10.61%	10.25%
Selected Shift/ Prior Year Shift	1.735	1.720	1.725
Residential Levy Percent (1)	82.52%	81.75%	82.32%
Residential Levy	\$ 174,452,480	\$ 183,530,618	\$ 196,322,386
Residential Tax Rate	9.46	9.37	9.45
Commercial Tax Rate	15.72	15.37	15.53
Selected Residential Factor	0.91767	0.91456	0.91721
Total Tax Levy	\$ 211,374,488	\$ 224,490,477	\$ 238,487,743
Excess Capacity	\$ 22,847	\$ 3,730,313	\$ 411,166
Total Residential Value	\$ 20,984,513,500	\$ 22,455,633,846	\$ 23,776,456,515
Residential Parcels	17,007	17,039	17,096
Average Residential Value	\$ 1,233,875	\$ 1,317,896	\$ 1,390,761
Residential Exemption Percent	20.0%	21.0%	21.0%
Res. Exemption Value	\$ 246,775	\$ 276,758	\$ 292,060
Res. Exemption Tax Amount	\$ 2,334	\$ 2,593	\$ 2,760
Eligible Parcels	10,319	10,364	10,327
Net Residential Value	\$ 18,438,097,605	\$ 19,587,288,316	\$ 20,774,855,659
Commercial Value	\$ 2,101,745,700	\$ 2,397,389,496	\$ 2,431,481,197
Industrial Value	\$ 16,169,600	\$ 19,873,100	\$ 21,037,700
Personal Property Value	\$ 232,598,992	\$ 247,511,967	\$ 262,571,723
Total Net Taxable Value	\$ 20,788,611,897	\$ 22,252,062,879	\$ 26,491,547,135

(1) Lowest Historical Residential Percent 80.71%

10.A.

MEDIAN ASSESSED VALUE HISTORY	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021
Single Family	1,027,300	1,059,400	1,071,750	1,114,000	1,193,600	1,298,000	1,412,200	1,502,800	1,622,350	1,719,250	1,824,450
Condo	423,900	421,900	425,200	447,000	496,150	547,800	607,150	662,650	707,500	742,500	750,100
Two Family	958,850	975,400	981,500	1,032,400	1,160,450	1,307,850	1,442,000	1,559,650	1,726,800	1,818,700	1,885,900
Three Family	1,116,000	1,151,400	1,152,400	1,209,400	1,275,300	1,444,000	1,573,250	1,685,100	1,843,800	1,918,000	1,990,800



10.A.

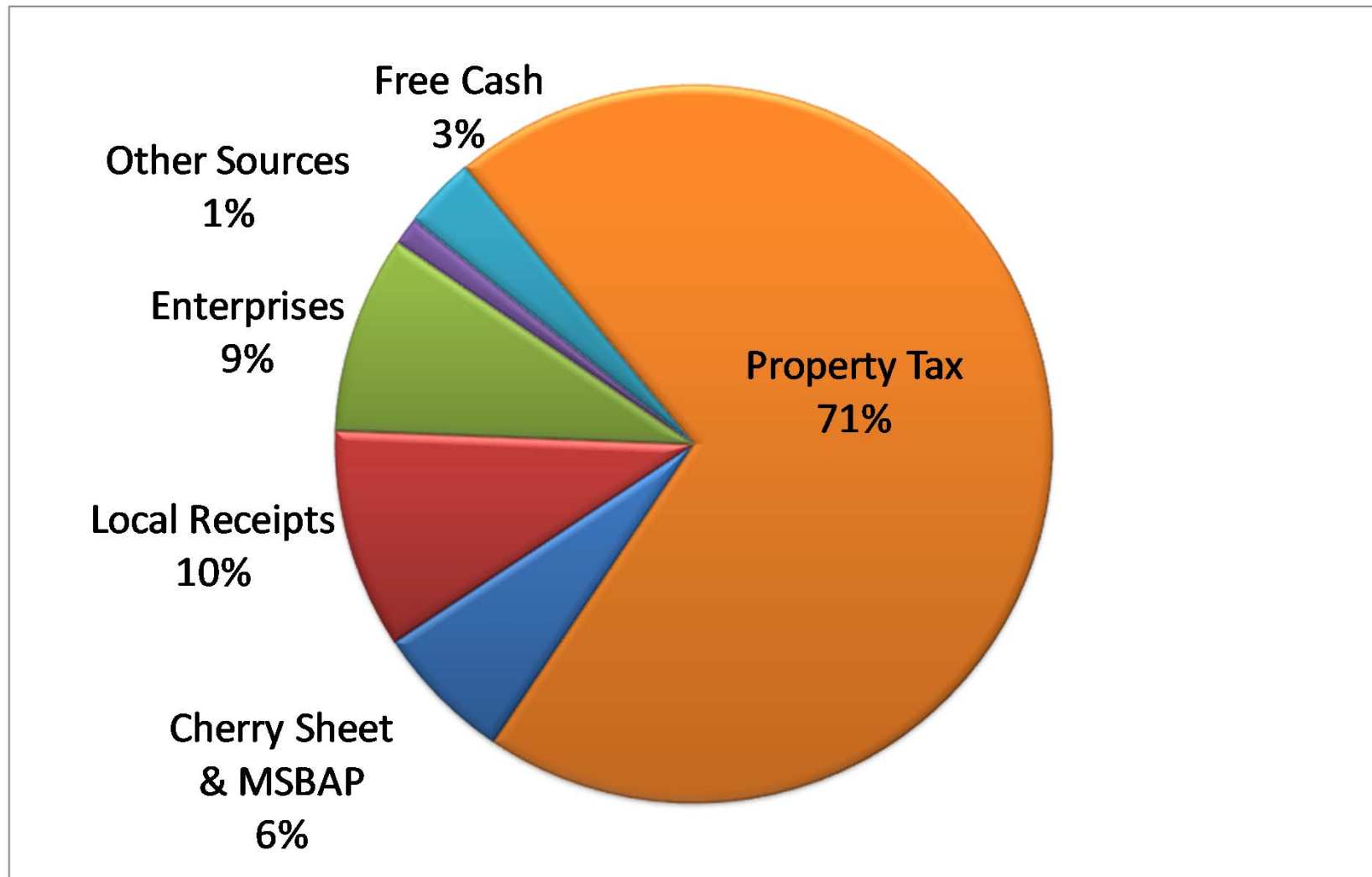
TOP 10 REAL ESTATE TAXPAYERS				
TAXPAYER	Property(s)	Parcels	FY20 Real Estate Tax	FY21 Taxable Value
Trustees of Boston University	Various Residential & Commercial	25	\$ 2,132,149	\$ 113,373,389
Ten Brookline Place LLC	10 Brookline Place West	1	2,255,539	145,215,000
The Hamilton Company	Dexter Park Apartments	1	1,882,743	206,645,900
Chestnut Hill Realty	Hancock Village Apartments	4	1,572,424	141,035,300
Hersha Hospitality LP	Marriott Courtyard	1	1,235,076	79,407,000
90210 Beacon Owner LLC	Holiday Inn & Parking Garage	2	1,201,373	77,257,300
BCH Washington St. LLC	1 Brookline Place	1	1,126,407	80,928,900
The Country Club	The Country Club	1	1,064,841	73,107,600
HRCA Brookline Housing	Hebrew Senior Life Apartments	4	825,405	86,071,400
BCH PEARL STREET LLC	2 BROOKLINE PL BROOKLINE PL	1	784,729	76,419,400
TOP 5 PERSONAL PROPERTY TAXPAYERS				
TAXPAYER	Property	Acc's	FY20 Pers. Prop. Tax	FY21 Taxable Value
NStar Electric/ Eversource	Electric Distribution System	1	\$ 1,676,184	\$ 108,564,580
Boston Gas Co./National Grid	Natural Gas Distribution System	1	1,225,200	87,008,080
RCN-BecoCom, Inc.	Telephony-Communications Network	2	256,402	15,263,490
Comcast of Massachusetts, Inc.	Bundled; CATV, Internet & VoIP Services	1	203,474	12,057,540
Verizon New England	Land-line Telephone System	1	160,223	10,661,500

Town of Brookline
Select Board
Fiscal Year 2021
Tax Classification Hearing
December 1, 2020



Prepared by the Board of Assessors

FY2021 Town Budget



FY2020–FY2021 Value Comparison

Class	FY20 Valuation	FY21 Valuation	Δ
Residential	\$23,776,456,515	\$24,675,534,471	3.8%
Commercial	2,431,481,197	2,446,579,340	0.6%
Industrial	21,037,700	21,043,700	0%
Personal Property	262,571,723	267,196,984	1.8%
Total Taxable Property	\$26,491,547,135	\$27,410,354,495	3.5%
Combined CIP	2,715,090,620	2,734,820,024	0.7%
Tax Exempt Real Estate	3,028,793,488	3,136,997,989	3.6%

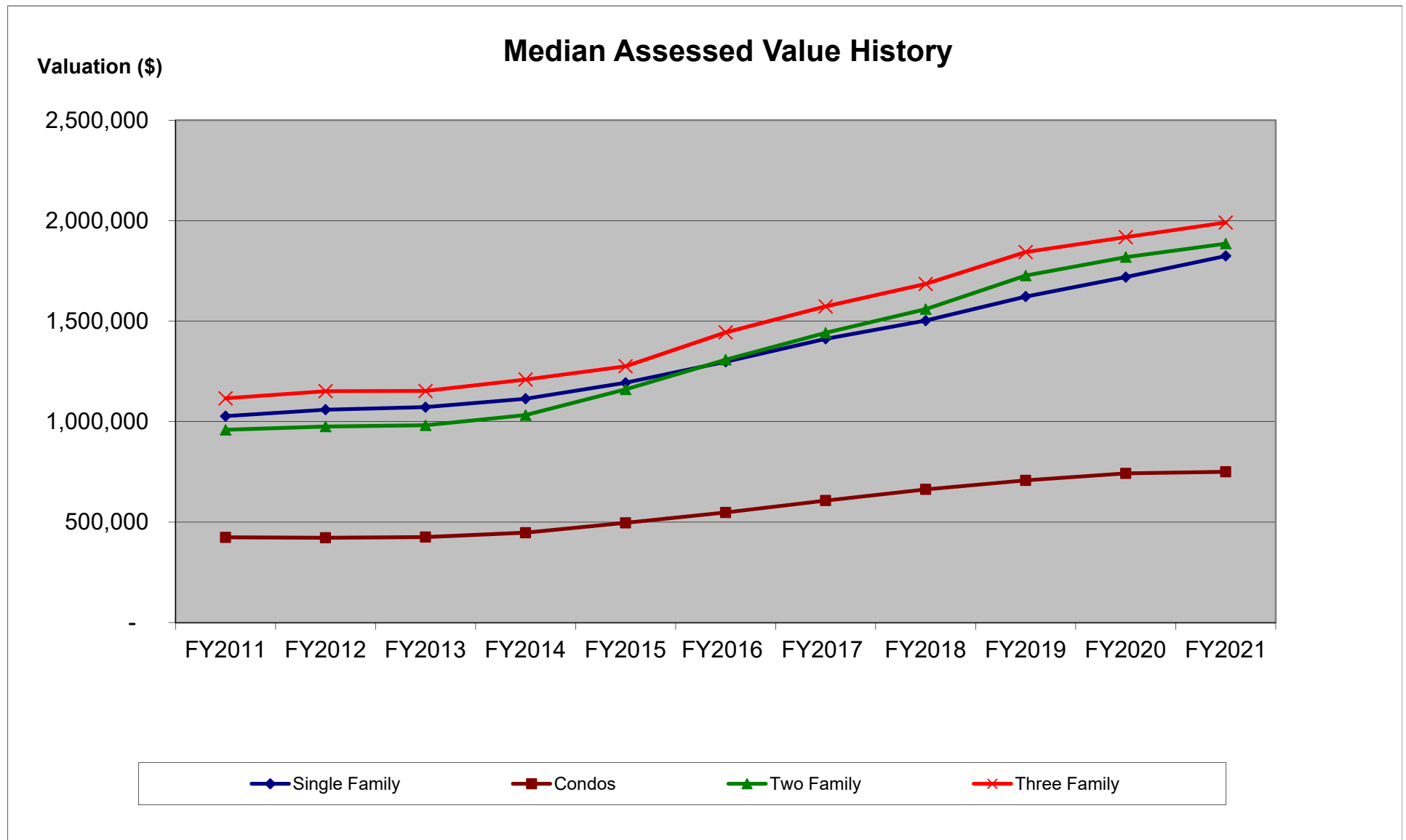
FY21-FY20 Value Change/ Class

Use Class	FY21 Parcels	FY21 Value/ Parcel*	FY20 Value/ Parcel*	Δ
Single Family	4,582	\$2,163,660	\$2,042,388	5.9%
Res. Condo	10,304	852,313	842,337	1.1%
2 & 3 Family	1,195	1,952,216	1,885,390	3.5%
Apartments	348	6,986,714	6,864,780	1.8%
Commercial	455	4,608,082	4,560,107	1.1%
Industrial	7	3,006,243	3,005,386	0.0%

* Based on Weighted Mean

Top Municipalities (FY2020)

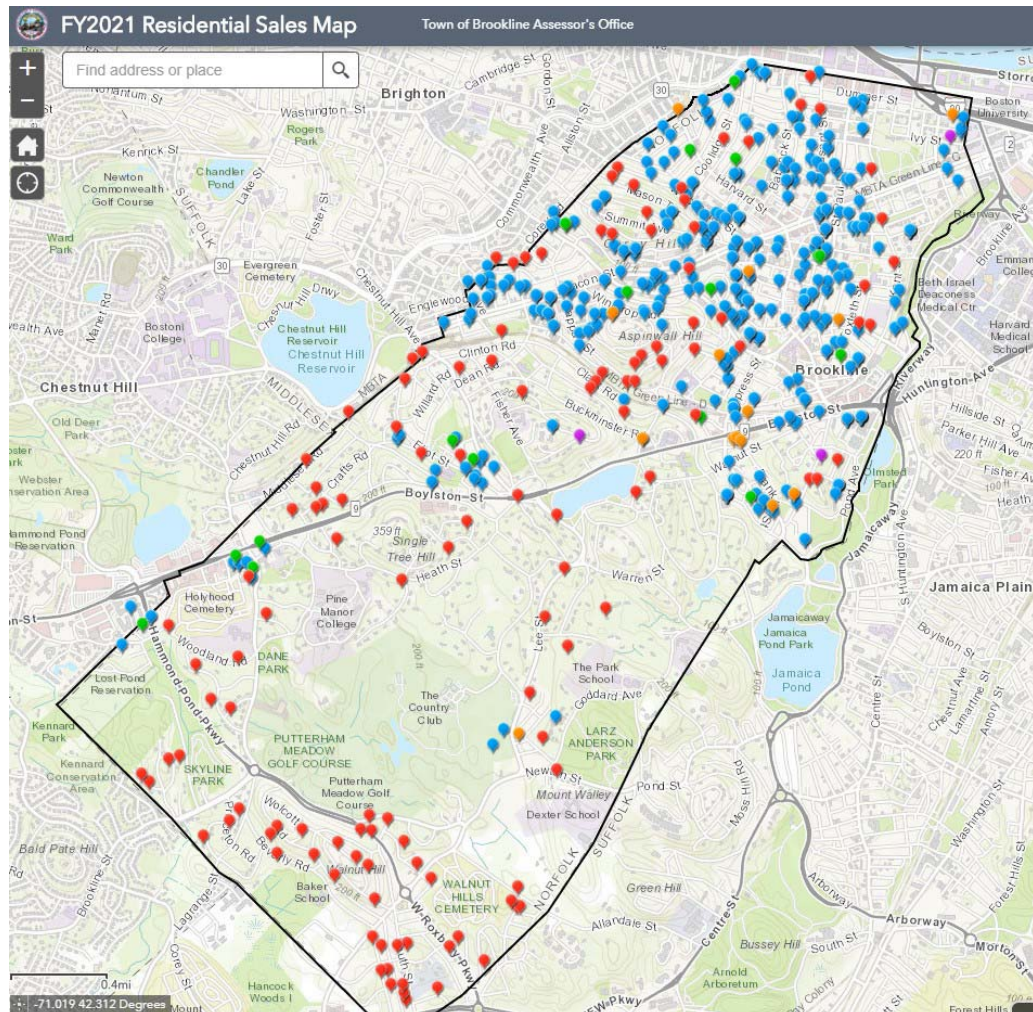
Municipality	Total Assessed Value	Percent RES	Percent CIP	RES Rate	CIP Rate
Boston	\$176,198,904,754	65.70%	34.30%	\$10.54	\$25.00
Cambridge	\$54,947,909,223	58.90%	41.10%	\$5.75	\$12.68
Newton	\$31,740,096,600	90.00%	10.00%	\$10.44	\$19.92
Brookline	\$26,491,547,135	89.70%	10.30%	\$9.45	\$15.53
Nantucket	\$24,446,602,029	93.10%	6.90%	\$3.45	\$5.86



See Workbook Tab 1 for Data Points

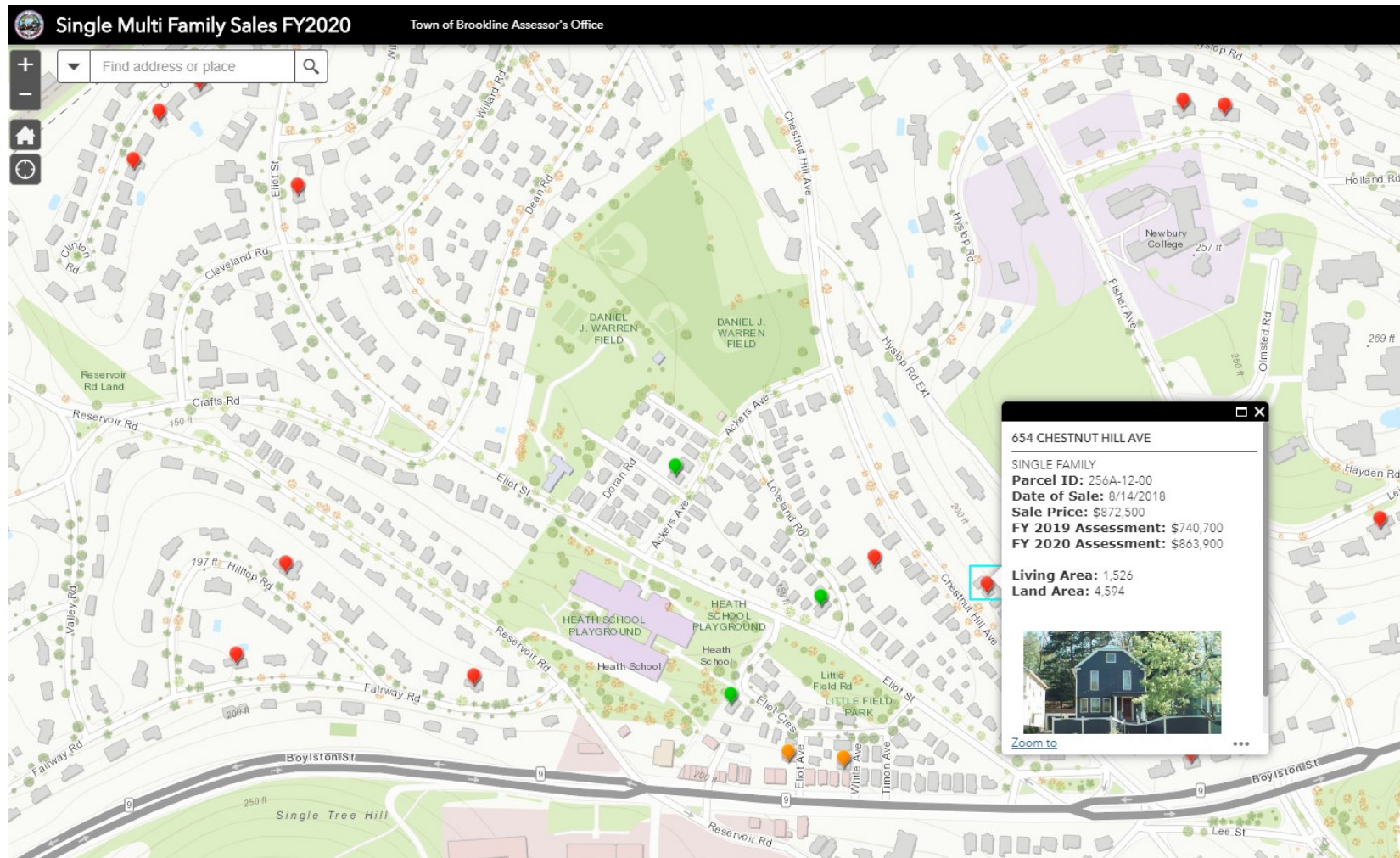
FY2021 Assessment-Sales Map

www.brooklinema.gov/assessors-office



FY2021 Assessment-Sales Map

www.brooklinema.gov/assessors-office



FY2021 New Growth

Category	Value Growth	Tax Growth
Single Family Permits	96,229,400	\$909,368
Res. Condominiums	22,876,200	\$216,180
Multi-Family.& Apts.	70,537,925	\$666,583
Commercial	76,613,870	\$1,189,813
Personal Property	21,793,150	\$338,448
Total All Classes	288,050,545	\$3,320,392

FY2021 Tax Levy

Tax Levy	Amount	Percent
FY2020 Levy Limit	\$233,198,737	> Prior Limit
Allowable 2.5% Increase	5,829,968	2.5%
Allowable New Growth	3,320,392	1.4%
FY2021 Maximum Levy	242,349,097	
Total FY21 Debt Exclusion	13,369,914	5.7%
Total FY2021 Levy	\$255,719,011	9.7%

Residential Exemption FY21?

1. Total Residential Value = \$24,,675,534,471 /
2. Total Residential Parcel Count; 17,125 =
3. Average Residential Value; \$1,440,907
4. Times the selected Exemption Factor; 21% =
5. Residential Exemption Value; \$302,590
6. Times the selected Residential Tax Rate =
7. Total Residential Exemption Tax Amount

Residential Exemption Amounts

Classification	Tax Rate	Tax Amount
Single Tax Rate (No Shift)	10.64	\$3,219
170% CIP Shift - Residential Rate =	9.82	\$2,971
172% CIP Shift - Residential Rate =	9.79	\$2,962
175% CIP Shift - Residential Rate =	9.76	\$2,953



Fiscal Year Exemption Amount

2020	\$2,760
2019	\$2,593
2018	\$2,334
2017	\$2,269

Single Family & Condo. [w/](#) Res.Ex.(21%)

Med. SFL Value	\$1,521,860	1.70	1.71	1.72	1.73	1.74	1.75
Real Estate Tax	(82% RE)	14,941	14,923	14,905	14,887	14,869	14,851
Change over FY20	\$13,488	1,453	1,435	1,417	1,399	1,381	1,363
% Increase in Tax		10.8%	10.6%	10.5%	10.4%	10.2%	10.1%
Med. Res. Condo	\$447,510	1.70	1.71	1.72	1.73	1.74	1.75
Real Estate Tax	(55% RE)	4,393	4,388	4,383	4,378	4,372	4,367
Change over FY20	\$4,257	136	131	126	121	115	110
% Increase in Tax		3.2%	3.1%	3.0%	2.8%	2.7%	2.6%

See Also Tab 3-2C, Sheet 21% Res.Ex.

Two Fam. & Three Fam. w/Res.Ex. (21%)

Med. Two-Family	\$1,583,310	1.70	1.71	1.72	1.73	1.74	1.75
Real Estate Tax	(63% RE)	15,544	15,526	15,507	15,488	15,470	15,451
Change over FY20	\$14,428	1,116	1,097	1,079	1,060	1,041	1,023
% Increase in Tax		7.7%	7.6%	7.5%	7.3%	7.2%	7.1%
Med. Three-Fam.	\$1,688,210	1.70	1.71	1.72	1.73	1.74	1.75
Real Estate Tax	(40% RE)	16,574	16,554	16,534	16,515	16,495	16,475
Change over FY20	\$15,367	1,208	1,188	1,168	1,148	1,128	1,108
% Increase in Tax		7.9%	7.7%	7.6%	7.5%	7.3%	7.2%

See Also Tab 3-2C, Sheet 21% Res.Ex.

Apartments & Commercial

Med. Multi-Fam./Apt.	\$3,367,250	1.70	1.71	1.72	1.73	1.74	1.75
Real Estate Tax	(5% RE)	33,058	33,019	32,979	32,939	32,900	32,860
Change over FY20	\$30,792	2,267	2,227	2,187	2,148	2,108	2,068
% Increase in Tax		7.4%	7.2%	7.1%	7.0%	6.8%	6.7%
Med. Commercial	\$1,991,750	1.70	1.71	1.72	1.73	1.74	1.75
Real Estate Tax		31,589	31,775	31,960	32,146	32,332	32,518
Change over FY209	\$30,996	593	779	964	1,150	1,336	1,522
% Increase in Tax		1.9%	2.5%	.3.1%	3.7%	4.3%	4.9%

See Also Tab 3-2C, Sheet 21% Res.Ex.

FY20 Personal Exemptions

Category (Chapter 59:5, clause:)	No.	Amount
17D Surviving Spouse & Minors	2	\$700
22 Veterans	59	\$54,046.44
37 Visually Impaired	31	\$29,019.18
41C Elderly	10	\$8,592.54
42 Surviving Spouse Police/Fire	1	\$7,713.47
Tax Deferrals (41A)	9	\$74,796.00
Senior Work-off Abatements	32	\$46,836.06
Total All Classes	144	\$221,704

New Senior Tax Relief Efforts

Senior Tax Deferrals

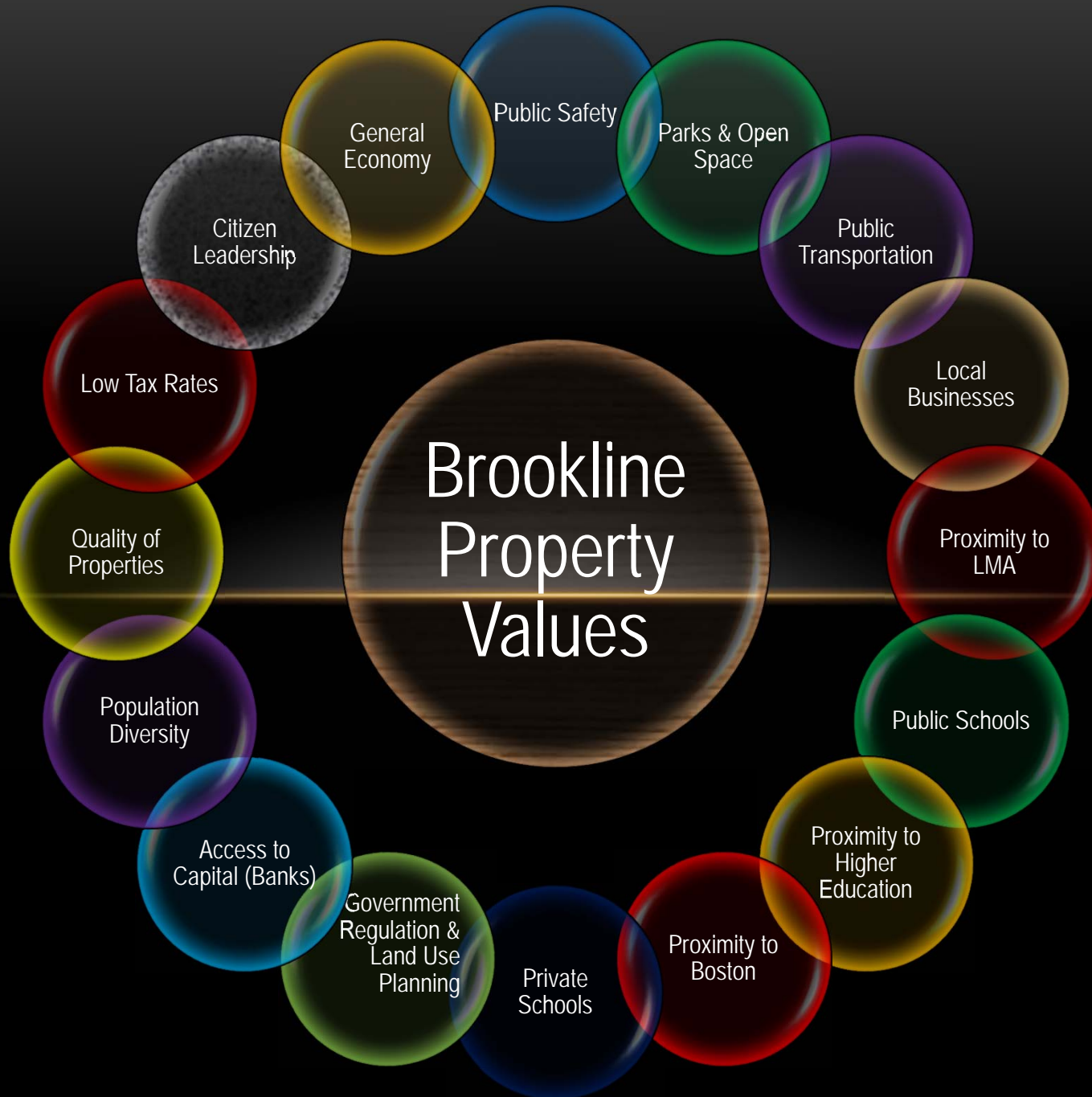
- Income Limit \$88,000
- Interest Rate 2.14%
- Minimum Age 65 yrs-old
- Watch Video Program on Assessor's Web-site produced by Brookline Age Friendly TV



Tax Aid Fund-Committee

- Voluntary Tax Bill Donations to the Tax Aid Fund using:
- For Seniors & Disabled Homeowners
- Applications & Requirements Available in the Assessor's Office





10.A.

FY21 Residential Exemption Factors & Impact Worksheet

Before Classification

Projected Total Tax Levy =	\$	255,719,011	
Residential Levy @ MRF of 1.0 =	\$	230,205,158	90.0227% % of Res. Value
Residential Tax Rate @ MRF of 1.0 =		9.33	Tax / Value = Rate
Avg. Res.Property Full Tax =	\$	13,442.64	Before Classification
Eligible Properties =		10,072.98	At 20% Residential Exemption

Total Residential Value	\$	24,675,534,471						
Total Residential Parcel Count		17,125						
Average Residential Value		1,440,907	Factor	Vote	Total Exempt Amount	Adj. Tax Rate	Adj. Tax	Tax Savings
Residential Exemption		504,317	35%		\$ 5,079,977,978	\$ 11.75	\$ 11,003	\$ 2,440
		432,272	30%		\$ 4,354,266,838	11.33	11,426	2,017
		360,227	25%		\$ 3,628,555,698	10.94	11,820	1,622
		288,181	20%		\$ 2,902,844,559	10.57	12,188	1,255
		216,136	15%		\$ 2,177,133,419	10.23	12,532	911
		144,091	10%		\$ 1,451,422,279	9.91	12,854	588
		72,045	5%		\$ 725,711,140	9.61	13,157	285

Using 20 %Residential Exemption Impact at Various Assessments

	Full Value	W/Res.Exempt.	Full Tax	Adj.Tax	Tax Δ
	\$ 500,000	\$ 211,819	4,665	2,240	(2,425)
	750,000	\$ 461,819	6,997	4,883	(2,114)
	1,000,000	\$ 711,819	9,329	7,526	(1,803)
	1,250,000	\$ 961,819	11,662	10,169	(1,492)
	1,500,000	\$ 1,211,819	13,994	12,813	(1,181)
	1,750,000	\$ 1,461,819	16,326	15,456	(870)
	2,000,000	\$ 1,711,819	18,659	18,099	(559)
Break Even Value	2,450,000	\$ 2,161,819	22,857	22,857	0
	2,500,000	\$ 2,211,819	23,323	23,386	63
	3,000,000	\$ 2,711,819	27,988	28,672	685
	3,500,000	\$ 3,211,819	32,653	33,959	1,306
	4,000,000	\$ 3,711,819	37,317	39,245	1,928

10.A.

FY2021	At 20% RE	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000
Full Value Res. %		0.900227	0.900227	0.900227	0.900227	0.900227	0.900227	0.900227	0.900227	0.900227	0.900227
Full Value CIP %		0.099773	0.099773	0.099773	0.099773	0.099773	0.099773	0.099773	0.099773	0.099773	0.099773
Selected CIP Factor		1.750000	1.745000	1.740000	1.735000	1.730000	1.725000	1.720000	1.715000	1.710000	1.700000
Factored CIP %		0.174603	0.174104	0.173605	0.173106	0.172607	0.172108	0.171610	0.171111	0.170612	0.169614
Res Shifted %		0.825397	0.825896	0.826395	0.826894	0.827393	0.827892	0.828390	0.828889	0.829388	0.830386
Selected Res. Factor		0.916877	0.917431	0.917985	0.918539	0.919093	0.919648	0.920202	0.920756	0.921310	0.922418
Total Taxable Values		Tax Rates>									
Residential	21,772,694,188	9.69	9.70	9.71	9.71	9.72	9.72	9.73	9.74	9.74	9.75
CIP	2,734,820,024	16.33	16.28	16.23	16.19	16.14	16.09	16.05	16.00	15.95	15.86
Target Levy	255,719,011										
Actual Levy		255,637,018	255,718,004	255,798,990	255,689,597	255,770,583	255,633,842	255,742,176	255,823,162	255,686,421	255,658,014
Excess/Over		(81,993)	(1,007)	79,979	(29,414)	51,572	(85,169)	23,165	104,151	(32,590)	(60,997)
Can not be over +				OVER		OVER		OVER	OVER		
Tax Rate Change Over FY20											
9.45 Residential		2.58%	2.65%	2.71%	2.77%	2.83%	2.89%	2.96%	3.02%	3.08%	3.20%
15.53 Commercial		5.13%	4.83%	4.53%	4.23%	3.93%	3.63%	3.32%	3.02%	2.72%	2.12%

TOWN OF BROOKLINE FY2021 TAX RATE OPTIONS WORKSHEET

Residential Exemption @ **20%**

Class	FY21 Valuation	% of Value
Residential	\$ 24,675,534,471	90.0227%
Taxable	21,772,694,188	
Rex. Exemption	2,902,840,283	
Commerical	2,446,579,340	8.9257%
Industrial	21,043,700	0.0768%
Personal Prop.	267,196,984	0.9748%
Total	\$ 27,410,354,495	100.000%
CIP Classes	2,734,820,024	9.9773%
FY21 Projected Levy	255,719,011	
Single Tax Rate	9.33	per \$1,000
RRw/RE & factor of 1	10.57	per \$1,000

Levy Limit Details

FY20 Levy Limit	\$ 233,198,737	
Allowable 2.5%	5,829,968	2.5%
New Growth	3,320,392	1.4%
FY21 Maximum Levy	242,349,097	

FY21 Debt. Exclusion	13,369,914	<u>Δ</u> Prior
Total Projected Levy	\$ 255,719,011	9.7%

FY20 Actual Levy	\$ 238,487,743
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FY21 Projected Levy	@1.725Shift	Levy %
Residential	\$ 211,630,588	82.8%
Commercial	39,365,462	15.4%
Industrial	338,593	0.1%
Personal Property	4,299,199	1.7%
Total	255,633,842	100.0%
Excess Levy	\$ (85,170)	

Potential FY21 Tax Rates at Various Shifts 1.70-1.75 (Adjusted for the Residential Exemption)**MEDIAN VALUES & TAX AMOUNTS AFTER THE RESIDENTIAL EXEMPTION @ 21% (\$288,181)***

CIP Shift	FY20	1.70	1.71	1.72	1.725	1.73	1.74	1.75
Res. Levy %	82.32%	83.04%	82.94%	82.84%	82.79%	82.74%	82.64%	82.54%
Res. Tax Rate	9.45	9.75	9.74	9.73	9.72	9.72	9.71	9.69
CIP Levy %	17.68%	16.96%	17.06%	17.16%	17.21%	17.26%	17.36%	17.46%
CIP Tax Rate	15.53	15.86	15.95	16.05	16.09	16.14	16.23	16.33
Levy Shift	6.98%	7.08%	7.18%	7.23%	7.28%	7.38%	7.48%	
FY21 Median SFL Value	1,536,269							
Real Estate Tax		14,983	14,965	14,947	14,938	14,929	14,911	14,893
Change over FY20	13,488	1,495	1,477	1,459	1,450	1,441	1,423	1,405
% Increase in Tax		11.1%	10.9%	10.8%	10.7%	10.7%	10.5%	10.4%
FY21 Median Res. Condo	461,919							
Real Estate Tax		4,505	4,500	4,494	4,491	4,489	4,483	4,478
Change over FY20	4,257	248	243	237	234	232	226	221
% Increase in Tax		5.8%	5.7%	5.6%	5.5%	5.4%	5.3%	5.2%
FY21 Median Two-Family	1,597,719							
Real Estate Tax		15,582	15,564	15,545	15,535	15,526	15,507	15,489
Change over FY20	14,428	1,154	1,135	1,117	1,107	1,098	1,079	1,060
% Increase in Tax		8.0%	7.9%	7.7%	7.7%	7.6%	7.5%	7.3%
FY21 Median Three-Family	1,702,619							
Real Estate Tax		16,605	16,585	16,565	16,555	16,545	16,526	16,506
Change over FY20	15,367	1,239	1,219	1,199	1,189	1,179	1,159	1,139
% Increase in Tax		8.1%	7.9%	7.8%	7.7%	7.7%	7.5%	7.4%
FY21 Median Multi-Fam./Apt.	3,367,250							
Real Estate Tax		32,840	32,801	32,761	32,742	32,722	32,682	32,643
Change over FY20	30,792	2,048	2,009	1,970	1,950	1,930	1,891	1,851
% Increase in Tax		6.7%	6.5%	6.4%	6.3%	6.3%	6.1%	6.0%
FY21 Median Commercial	1,991,750							
Real Estate Tax		31,589	31,775	31,960	32,053	32,146	32,332	32,518
Change over FY20	30,996	593	779	964	1,057	1,150	1,336	1,522
% Increase in Tax		1.9%	2.5%	3.1%	3.4%	3.7%	4.3%	4.9%

*Note: Apartment&Commercial
Medians Exclude Res. Ex.

**FY20
Selected
Factor**

10.A.

FY21 Residential Exemption Factors & Impact Worksheet

Before Classification

Projected Total Tax Levy =	\$	255,719,011	
Residential Levy @ MRF of 1.0 =	\$	230,205,158	90.0227% % of Res. Value
Residential Tax Rate @ MRF of 1.0 =		9.33	Tax / Value = Rate
Avg. Res. Property Full Tax =	\$	13,442.64	Before Classification
Eligible Properties =		10,068.42	At 21% Residential Exemption

Total Residential Value	\$	24,675,534,471					
Total Residential Parcel Count		17,125					
Average Residential Value		1,440,907	Factor	Vote	Total Exempt Amount	Adj. Tax Rate	Adj. Tax Savings
Residential Exemption		504,317	35%		\$ 5,077,679,885	\$ 11.75	\$ 11,002 \$ 2,441
		432,272	30%		4,352,297,044	11.33	11,425 2,018
		302,590	21%		3,046,607,931	10.64	12,116 1,327
		288,181	20%		2,901,531,363	10.57	12,187 1,255
		216,136	15%		2,176,148,522	10.23	12,531 911
		144,091	10%		1,450,765,681	9.91	12,854 589
		72,045	5%		725,382,841	9.61	13,157 285

Using 21 %Residential Exemption Impact at Various Assessments

	Full Value	W/Res.Exempt.	Full Tax	Adj.Tax	Tax Δ
	\$ 500,000	\$ 197,410	4,665	2,101	(2,564)
	750,000	\$ 447,410	6,997	4,762	(2,235)
	1,000,000	\$ 697,410	9,329	7,423	(1,906)
	1,250,000	\$ 947,410	11,662	10,084	(1,578)
	1,500,000	\$ 1,197,410	13,994	12,744	(1,249)
	1,750,000	\$ 1,447,410	16,326	15,405	(921)
	2,000,000	\$ 1,697,410	18,659	18,066	(592)
Break Even Value	2,450,900	\$ 2,148,310	22,865	22,865	0
	2,500,000	\$ 2,197,410	23,323	23,388	65
	3,000,000	\$ 2,697,410	27,988	28,710	722
	3,500,000	\$ 3,197,410	32,653	34,031	1,379
	4,000,000	\$ 3,697,410	37,317	39,353	2,036

10.A.

FY2021	At 21% RE	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000
Full Value Res.%		0.900227	0.900227	0.900227	0.900227	0.900227	0.900227	0.900227	0.900227	0.900227	0.900227
Full Value CIP%		0.099773	0.099773	0.099773	0.099773	0.099773	0.099773	0.099773	0.099773	0.099773	0.099773
Selected CIP Factor		1.750000	1.745000	1.740000	1.735000	1.730000	1.725000	1.720000	1.715000	1.710000	1.700000
Factored CIP %		0.174603	0.174104	0.173605	0.173106	0.172607	0.172108	0.171610	0.171111	0.170612	0.169614
Res Shifted %		0.825397	0.825896	0.826395	0.826894	0.827393	0.827892	0.828390	0.828889	0.829388	0.830386
Selected Res.Factor		0.916877	0.917431	0.917985	0.918539	0.919093	0.919648	0.920202	0.920756	0.921310	0.922418
Total Taxable Values		Tax Rates>									
Residential	21,628,931,531	9.76	9.76	9.77	9.78	9.78	9.79	9.79	9.80	9.81	9.82
CIP	2,734,820,024	16.33	16.28	16.23	16.19	16.14	16.09	16.05	16.00	15.95	15.86
Target Levy	255,719,011										
Actual Levy		255,757,983	255,621,242	255,700,790	255,807,687	255,670,946	255,750,494	255,641,101	255,720,649	255,800,198	255,770,353
Excess/Over		38,972	(97,769)	(18,221)	88,676	(48,065)	31,483	(77,910)	1,638	81,187	51,342
Can not be over +		OVER			OVER		OVER		OVER	OVER	OVER
Tax Rate Change Over FY20											
9.45 Residential		3.27%	3.33%	3.39%	3.45%	3.52%	3.58%	3.64%	3.70%	3.77%	3.89%
15.53 Commercial		5.13%	4.83%	4.53%	4.23%	3.93%	3.63%	3.32%	3.02%	2.72%	2.12%

TOWN OF BROOKLINE FY2021 TAX RATE OPTIONS WORKSHEET

Residential Exemption @ **21%**

Class	FY21 Valuation	% of Value
Residential	\$ 24,675,534,471	90.0227%
Taxable	21,628,931,531	
Rex. Exemption	3,046,602,940	
Commerical	2,446,579,340	8.9257%
Industrial	21,043,700	0.0768%
Personal Prop.	267,196,984	0.9748%
Total	\$ 27,410,354,495	100.000%
CIP Classes	2,734,820,024	9.9773%
FY21 Projected Levy	255,719,011	
Single Tax Rate	9.33	per \$1,000
RRw/RE & factor of 1	10.64	per \$1,000

Levy Limit Details

FY20 Levy Limit	\$ 233,198,737	
Allowable 2.5%	5,829,968	2.5%
New Growth	3,320,392	1.4%
FY21 Maximum Levy	242,349,097	

FY21 Debt. Exclusion	13,369,914	Δ Prior
Total Projected Levy	\$ 255,719,011	9.7%

FY20 Actual Levy \$ 238,487,743

FY21 Projected Levy	@1.725Shift	Levy %
Residential	\$ 211,747,240	82.8%
Commercial	39,365,462	15.4%
Industrial	338,593	0.1%
Personal Property	4,299,199	1.7%
Total	255,750,494	100.0%
Excess Levy	\$ 31,482	

Potential FY21 Tax Rates at Various Shifts 1.70-1.75 (Adjusted for the Residential Exemption)

MEDIAN VALUES & TAX AMOUNTS AFTER THE RESIDENTIAL EXEMPTION @ 21% (\$302,590)*

CIP Shift	FY20	1.70	1.71	1.72	1.725	1.73	1.74	1.750
Res. Levy %	82.32%	83.04%	82.94%	82.84%	82.79%	82.74%	82.64%	82.54%
Res. Tax Rate	9.45	9.82	9.81	9.79	9.79	9.78	9.77	9.76
CIP Levy %	17.68%	16.96%	17.06%	17.16%	17.21%	17.26%	17.36%	17.46%
CIP Tax Rate	15.53	15.86	15.95	16.05	16.09	16.14	16.23	16.33
Levy Shift	6.98%	7.08%	7.18%	7.23%	7.28%	7.38%	7.48%	
FY21 Median SFL Value	1,521,860							
Real Estate Tax		14,941	14,923	14,905	14,896	14,887	14,869	14,851
Change over FY20	13,488	1,453	1,435	1,417	1,408	1,399	1,381	1,363
% Increase in Tax		10.8%	10.6%	10.5%	10.4%	10.4%	10.2%	10.1%
FY21 Median Res. Condo	447,510							
Real Estate Tax		4,393	4,388	4,383	4,380	4,378	4,372	4,367
Change over FY20	4,257	136	131	126	123	121	115	110
% Increase in Tax		3.2%	3.1%	3.0%	2.9%	2.8%	2.7%	2.6%
FY21 Median Two-Family	1,583,310							
Real Estate Tax		15,544	15,526	15,507	15,498	15,488	15,470	15,451
Change over FY20	14,428	1,116	1,097	1,079	1,069	1,060	1,041	1,023
% Increase in Tax		7.7%	7.6%	7.5%	7.4%	7.3%	7.2%	7.1%
FY21 Median Three-Family	1,688,210							
Real Estate Tax		16,574	16,554	16,534	16,524	16,515	16,495	16,475
Change over FY20	15,367	1,208	1,188	1,168	1,158	1,148	1,128	1,108
% Increase in Tax		7.9%	7.7%	7.6%	7.5%	7.5%	7.3%	7.2%
FY21 Median Multi-Fam./Apt.	3,367,250							
Real Estate Tax		33,058	33,019	32,979	32,959	32,939	32,900	32,860
Change over FY20	30,792	2,267	2,227	2,187	2,167	2,148	2,108	2,068
% Increase in Tax		7.4%	7.2%	7.1%	7.0%	7.0%	6.8%	6.7%
FY21 Median Commercial	1,991,750							
Real Estate Tax		31,589	31,775	31,960	32,053	32,146	32,332	32,518
Change over FY20	30,996	593	779	964	1,057	1,150	1,336	1,522
% Increase in Tax		1.9%	2.5%	3.1%	3.4%	3.7%	4.3%	4.9%

*Note: Apartment&Commercial
Medians Exclude Res. Ex.

**FY20
Selected
Factor**

10.A.

FY21 Residential Exemption Factors & Impact Worksheet

Before Classification

Projected Total Tax Levy =	\$	255,719,011	
Residential Levy @ MRF of 1.0 =	\$	230,205,158	90.0227% % of Res. Value
Residential Tax Rate @ MRF of 1.0 =		9.33	Tax / Value = Rate
Avg. Res. Property Full Tax =	\$	13,442.64	Before Classification
Eligible Properties =		10,063.80	<u>At 22% Residential Exemption</u>

Total Residential Value	\$	24,675,534,471						
Total Residential Parcel Count		17,125						
Average Residential Value		1,440,907	Factor	Vote	Total Exempt Amount	Adj. Tax Rate	Adj. Tax	Tax Savings
Residential Exemption		504,317	35%		\$ 5,075,349,780	\$ 11.75	\$ 11,000	\$ 2,442
		432,272	30%		4,350,299,811	11.33	11,424	2,019
		317,000	22%		3,190,219,862	10.71	12,042	1,400
		288,181	20%		2,900,199,874	10.57	12,186	1,256
		216,136	15%		2,175,149,906	10.23	12,531	912
		144,091	10%		1,450,099,937	9.91	12,854	589
		72,045	5%		725,049,969	9.61	13,157	286

Using 22 %Residential Exemption Impact at Various Assessments

	Full Value	W/Res.Exempt.	Full Tax	Adj.Tax	Tax Δ
\$ 500,000	\$	183,000	4,665	1,961	(2,704)
750,000	\$	433,000	6,997	4,639	(2,358)
1,000,000	\$	683,000	9,329	7,318	(2,011)
1,250,000	\$	933,000	11,662	9,997	(1,665)
1,500,000	\$	1,183,000	13,994	12,675	(1,319)
1,750,000	\$	1,433,000	16,326	15,354	(972)
2,000,000	\$	1,683,000	18,659	18,033	(626)
Break Even Value	2,452,000	\$ 2,135,000	22,875	22,876	0
2,500,000	\$	2,183,000	23,323	23,390	67
3,000,000	\$	2,683,000	27,988	28,747	759
3,500,000	\$	3,183,000	32,653	34,104	1,452
4,000,000	\$	3,683,000	37,317	39,462	2,144

10.A.

FY2021	At 22% RE	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000
Full Value Res. %		0.900227	0.900227	0.900227	0.900227	0.900227	0.900227	0.900227	0.900227	0.900227	0.900227
Full Value CIP %		0.099773	0.099773	0.099773	0.099773	0.099773	0.099773	0.099773	0.099773	0.099773	0.099773
Selected CIP Factor		1.750000	1.745000	1.740000	1.735000	1.730000	1.725000	1.720000	1.715000	1.710000	1.700000
Factored CIP %		0.174603	0.174104	0.173605	0.173106	0.172607	0.172108	0.171610	0.171111	0.170612	0.169614
Res Shifted %		0.825397	0.825896	0.826395	0.826894	0.827393	0.827892	0.828390	0.828889	0.829388	0.830386
Selected Res. Factor		0.916877	0.917431	0.917985	0.918539	0.919093	0.919648	0.920202	0.920756	0.921310	0.922418
Total Taxable Values		Tax Rates>									
Residential	21,485,310,251	9.82	9.83	9.84	9.84	9.85	9.85	9.86	9.87	9.87	9.88
CIP	2,734,820,024	16.33	16.28	16.23	16.19	16.14	16.09	16.05	16.00	15.95	15.86
Target Levy	255,719,011										
Actual Levy		255,645,358	255,723,470	255,801,582	255,692,189	255,770,301	255,633,560	255,739,020	255,817,133	255,680,392	255,649,111
Excess/Over		(73,653)	4,459	82,571	(26,822)	51,290	(85,451)	20,009	98,122	(38,619)	(69,900)
Can not be over +			OVER	OVER		OVER		OVER	OVER		
Tax Rate Change Over FY20											
9.45 Residential		3.96%	4.02%	4.08%	4.15%	4.21%	4.27%	4.33%	4.40%	4.46%	4.59%
15.53 Commercial		5.13%	4.83%	4.53%	4.23%	3.93%	3.63%	3.32%	3.02%	2.72%	2.12%

TOWN OF BROOKLINE FY2021 TAX RATE OPTIONS WORKSHEET

Residential Exemption @ **22%**

Potential FY21 Tax Rates at Various Shifts 1.70-1.75 (Adjusted for the Residential Exemption)

MEDIAN VALUES & TAX AMOUNTS AFTER THE RESIDENTIAL EXEMPTION @ 21% (\$317,000)*

Class	FY21 Valuation	% of Value
Residential	\$ 24,675,534,471	90.0227%
Taxable	21,485,310,251	
Rex. Exemption	3,190,224,220	
Commerical	2,446,579,340	8.9257%
Industrial	21,043,700	0.0768%
Personal Prop.	267,196,984	0.9748%
Total	\$ 27,410,354,495	100.000%
CIP Classes	2,734,820,024	9.9773%
FY21 Projected Levy	255,719,011	
Single Tax Rate	9.33	per \$1,000
RRw/RE & factor of 1	10.71	per \$1,000

Levy Limit Details

FY20 Levy Limit	\$ 233,198,737	
Allowable 2.5%	5,829,968	2.5%
New Growth	3,320,392	1.4%
FY21 Maximum Levy	242,349,097	

FY21 Debt. Exclusion	13,369,914	Δ Prior
Total Projected Levy	\$ 255,719,011	9.7%

FY20 Actual Levy	\$ 238,487,743
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FY21 Projected Levy	@1.725Shift	Levy %
Residential	\$ 211,630,306	82.8%
Commercial	39,365,462	15.4%
Industrial	338,593	0.1%
Personal Property	4,299,199	1.7%
Total	255,633,560	100.0%
Excess Levy	\$ (85,451)	

CIP Shift	FY20	1.70	1.71	1.72	1.725	1.73	1.74	1.750
Res. Levy %	82.32%	83.04%	82.94%	82.84%	82.79%	82.74%	82.64%	82.54%
Res. Tax Rate	9.45	9.88	9.87	9.86	9.85	9.85	9.84	9.82
CIP Levy %	17.68%	16.96%	17.06%	17.16%	17.21%	17.26%	17.36%	17.46%
CIP Tax Rate	15.53	15.86	15.95	16.05	16.09	16.14	16.23	16.33
Levy Shift		6.98%	7.08%	7.18%	7.23%	7.28%	7.38%	7.48%
FY21 Median SFL Value	1,507,450							
Real Estate Tax		14,899	14,881	14,863	14,854	14,845	14,827	14,809
Change over FY20	13,488	1,410	1,392	1,374	1,365	1,357	1,339	1,321
% Increase in Tax		10.5%	10.3%	10.2%	10.1%	10.1%	9.9%	9.8%
FY21 Median Res. Condo	433,100							
Real Estate Tax		4,280	4,275	4,270	4,268	4,265	4,260	4,255
Change over FY20	4,257	23	18	13	10	8	3	(2)
% Increase in Tax		0.5%	0.4%	0.3%	0.2%	0.2%	0.1%	-0.1%
FY21 Median Two-Family	1,568,900							
Real Estate Tax		15,506	15,487	15,469	15,459	15,450	15,431	15,413
Change over FY20	14,428	1,078	1,059	1,040	1,031	1,022	1,003	985
% Increase in Tax		7.5%	7.3%	7.2%	7.1%	7.1%	7.0%	6.8%
FY21 Median Three-Family	1,673,800							
Real Estate Tax		16,543	16,523	16,503	16,493	16,483	16,463	16,443
Change over FY20	15,367	1,176	1,156	1,136	1,126	1,116	1,096	1,077
% Increase in Tax		7.7%	7.5%	7.4%	7.3%	7.3%	7.1%	7.0%
FY21 Median Multi-Fam./Apt.	3,367,250							
Real Estate Tax		33,279	33,239	33,200	33,180	33,160	33,120	33,080
Change over FY20	30,792	2,488	2,448	2,408	2,388	2,368	2,328	2,288
% Increase in Tax		8.1%	7.9%	7.8%	7.8%	7.7%	7.6%	7.4%
FY21 Median Commercial	1,991,750							
Real Estate Tax		31,589	31,775	31,960	32,053	32,146	32,332	32,518
Change over FY20	30,996	593	779	964	1,057	1,150	1,336	1,522
% Increase in Tax		1.9%	2.5%	3.1%	3.4%	3.7%	4.3%	4.9%

*Note: Apartment&Commercial
Medians Exclude Res. Ex.

**FY20
Selected
Factor**

10.A.

Additional Residential Exemption Options at Classification of 1.725

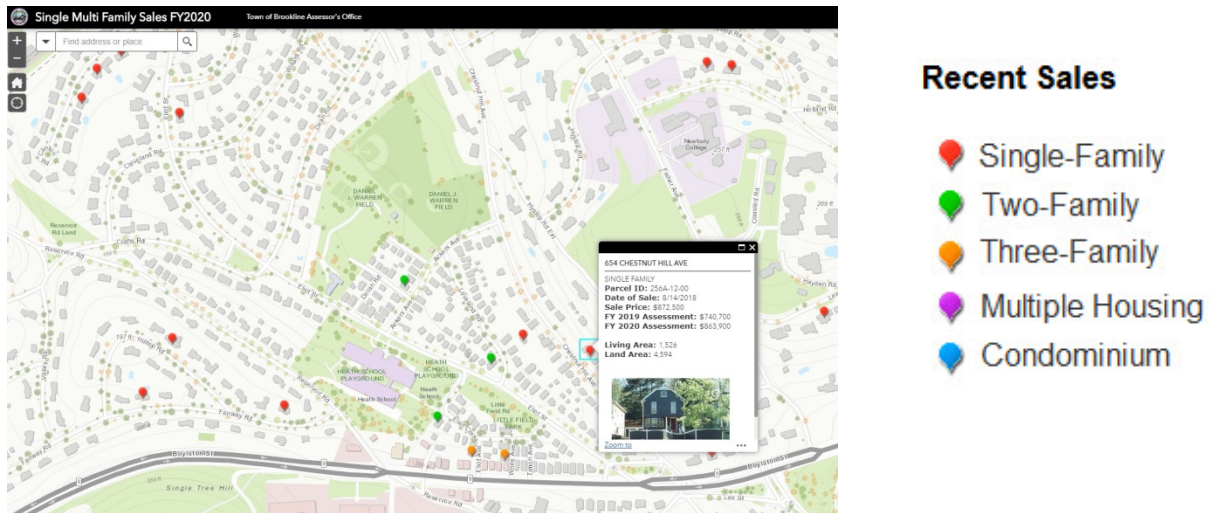
BASED ON MEDIAN VALUES BY CLASS

FY2021

Residential Exemption %	20%	21%	22%	23%	24%	25%	30%	35%
FY21 Tax Rates at 1.725 Shift	9.72	9.79	9.85	9.92	9.99	10.05	10.40	10.77
Single Family								
Value Before Res. Exemption	1,824,450	1,824,450	1,824,450	1,824,450	1,824,450	1,824,450	1,824,450	1,824,450
Res. Exemption Amount	288,181	302,590	317,000	331,409	345,818	360,227	432,272	504,317
Net Taxable Value	\$ 1,536,269	\$ 1,521,860	\$ 1,507,450	\$ 1,493,041	\$ 1,478,632	\$ 1,464,223	\$ 1,392,178	\$ 1,320,133
Total Property Tax	14,933	14,899	14,848	14,811	14,772	14,715	14,479	14,218
FY2020 Median Value Tax	13,488	13,488	13,488	13,488	13,488	13,488	13,488	13,488
Tax Change Over FY2020	1,445	1,411	1,360	1,323	1,284	1,227	991	730
% Change Over FY2020	10.7%	10.5%	10.1%	9.8%	9.5%	9.1%	7.3%	5.4%
Condominium								
Value Before Res. Exemption	\$ 750,100	\$ 750,100	\$ 750,100	\$ 750,100	\$ 750,100	\$ 750,100	\$ 750,100	\$ 750,100
Res. Exemption Amount	288,181	302,590	317,000	331,409	345,818	360,227	432,272	504,317
Net Taxable Value	\$ 461,919	\$ 447,510	\$ 433,100	\$ 418,691	\$ 404,282	\$ 389,873	\$ 317,828	\$ 245,783
Total Property Tax	4,490	4,381	4,266	4,153	4,039	3,918	3,305	2,647
FY2020 Median Value Tax	4,257	4,257	4,257	4,257	4,257	4,257	4,257	4,257
Tax Change Over FY2020	233	124	9	(104)	(218)	(339)	(952)	(1,610)
% Change Over FY2020	5.5%	2.9%	0.2%	-2.4%	-5.1%	-8.0%	-22.4%	-37.8%
Two Family								
Value Before Res. Exemption	1,885,900	1,885,900	1,885,900	1,885,900	1,885,900	1,885,900	1,885,900	1,885,900
Res. Exemption Amount	288,181	302,590	317,000	331,409	345,818	360,227	432,272	504,317
Net Taxable Value	\$ 1,597,719	\$ 1,583,310	\$ 1,568,900	\$ 1,554,491	\$ 1,540,082	\$ 1,525,673	\$ 1,453,628	\$ 1,381,583
Total Property Tax	15,530	15,501	15,454	15,421	15,385	15,333	15,118	14,880
FY2020 Median Value Tax	14,428	14,428	14,428	14,428	14,428	14,428	14,428	14,428
Tax Change Over FY2020	1,102	1,073	1,026	993	957	905	690	452
% Change Over FY2020	7.6%	7.4%	7.1%	6.9%	6.6%	6.3%	4.8%	3.1%
Multi-Family Apt's								
Value Without Res. Exemption	\$ 3,367,250	\$ 3,367,250	\$ 3,367,250	\$ 3,367,250	\$ 3,367,250	\$ 3,367,250	\$ 3,367,250	\$ 3,367,250
Total Property Tax	32,730	32,965	33,167	33,403	33,639	33,841	35,019	36,265
FY2020 Median Value Tax	30,792	30,792	30,792	30,792	30,792	30,792	30,792	30,792
Tax Change Over FY2020	1,938	2,173	2,375	2,611	2,847	3,049	4,227	5,473
% Change Over FY2020	6.3%	7.1%	7.7%	8.5%	9.2%	9.9%	13.7%	17.8%

10.A.

The Assessors have created an On-Line interactive GIS map to view the property and its location for all One, Two & Three Family and Residential Condominium sales used to determine the FY2021 assessments. The map is on the Town's website in the Maps section or Assessor's page.



FY2021 Sales & Assessments

Displayed are the valid 2019 single-family, and residential condominium sales and the July 1, 2018 to June 30, 2020 valid two and three-family sales used to determine the fiscal year 2021 assessments for Brookline, Massachusetts. To display details about each sale property, click on the pin (zoom in and out). To see sales near an address, enter the address in the search field in the Title box. For complete property records see the [Assessor's On-line Database](#). Plus the attached summary of sale properties.

Each property has:

Address
Sale date & Sale price
Lot size
Finished living area
Condo Unit parking
Tax Assessment
House photo

10.A.

Single Family Sales

PID: 011-06-00
LOCATION: 19 - 21 POWELL ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,700,000
SALE DATE: 07/18/2019
FY2021 ASSESSMENT: \$2,368,500



PID: 027-51-00
LOCATION: 75 CROWNINSHIELD RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,100,000
SALE DATE: 02/01/2019
FY2021 ASSESSMENT: \$2,015,700



PID: 029-11-00
LOCATION: 20 ADAMS ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,350,000
SALE DATE: 04/10/2019
FY2021 ASSESSMENT: \$2,334,500



PID: 031-04-00
LOCATION: 108 CROWNINSHIELD RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,800,000
SALE DATE: 05/28/2019
FY2021 ASSESSMENT: \$1,673,900



PID: 051-37-00
LOCATION: 60 BEALS ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,050,000
SALE DATE: 03/25/2019
FY2021 ASSESSMENT: \$1,910,000



PID: 066-01-00
LOCATION: 98 FULLER ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,600,000
SALE DATE: 10/02/2019
FY2021 ASSESSMENT: \$2,156,900



10.A.

Single Family Sales

PID: 085-28-00
LOCATION: 126 WINCHESTER ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,150,000
SALE DATE: 06/20/2019
FY2021 ASSESSMENT: \$1,940,900



PID: 085-67-00
LOCATION: 173 MASON TER
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,800,000
SALE DATE: 08/29/2019
FY2021 ASSESSMENT: \$1,560,300



PID: 085-92-00
LOCATION: 301 MASON TER
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,775,000
SALE DATE: 05/20/2019
FY2021 ASSESSMENT: \$1,724,100



PID: 086-05-00
LOCATION: 302 MASON TER
USE CODE: SINGLE-FAMILY
SALE PRICE: \$3,220,000
SALE DATE: 10/30/2019
FY2021 ASSESSMENT: \$2,828,300



PID: 086-12-00
LOCATION: 264 MASON TER
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,050,000
SALE DATE: 07/18/2019
FY2021 ASSESSMENT: \$1,823,000



PID: 086B-31-32
LOCATION: 141 SUMMIT AVE
USE CODE: SINGLE-FAMILY
SALE PRICE: \$3,980,000
SALE DATE: 09/30/2019
FY2021 ASSESSMENT: \$3,406,400



10.A.

Single Family Sales

PID: 088-01-00
LOCATION: 118 MASON TER
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,425,000
SALE DATE: 07/25/2019
FY2021 ASSESSMENT: \$2,223,000



PID: 088-41-00
LOCATION: 34 YORK TER
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,350,000
SALE DATE: 02/08/2019
FY2021 ASSESSMENT: \$1,497,700



PID: 091-20-00
LOCATION: 57 WESTBOURNE TER
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,137,500
SALE DATE: 07/31/2019
FY2021 ASSESSMENT: \$2,235,800



PID: 091-64-00
LOCATION: 98 LANCASTER TER
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,925,000
SALE DATE: 11/08/2019
FY2021 ASSESSMENT: \$1,830,000



PID: 098-07-00
LOCATION: 69 EVANS RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,980,000
SALE DATE: 01/11/2019
FY2021 ASSESSMENT: \$2,187,500



PID: 099-09-00
LOCATION: 25 WINDSOR RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,400,000
SALE DATE: 07/29/2019
FY2021 ASSESSMENT: \$2,324,900



10.A.

Single Family Sales

PID: 104-06-00
LOCATION: 73 WINDSOR RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,720,000
SALE DATE: 06/14/2019
FY2021 ASSESSMENT: \$2,607,800



PID: 105-14-00
LOCATION: 48 COREY RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,100,000
SALE DATE: 05/23/2019
FY2021 ASSESSMENT: \$1,943,000



PID: 123-09-00
LOCATION: 328 KENT ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,300,000
SALE DATE: 05/15/2019
FY2021 ASSESSMENT: \$2,326,700



PID: 126-03-01
LOCATION: 252 KENT ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$3,150,000
SALE DATE: 07/12/2019
FY2021 ASSESSMENT: \$2,488,200



PID: 130-17-00
LOCATION: 52 HARRISON ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,000,000
SALE DATE: 08/20/2019
FY2021 ASSESSMENT: \$1,935,700



PID: 144-08-00
LOCATION: 47 BROOK ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,150,000
SALE DATE: 06/19/2019
FY2021 ASSESSMENT: \$1,852,600



10.A.

Single Family Sales

PID: 144-22-00
LOCATION: 213 ASPINWALL AVE
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,200,000
SALE DATE: 04/22/2019
FY2021 ASSESSMENT: \$2,117,300



PID: 191-21-00
LOCATION: 21 CLARK RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,150,000
SALE DATE: 04/22/2019
FY2021 ASSESSMENT: \$2,079,600



PID: 200-13-05
LOCATION: 16 GREENOUGH CIR
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,000,000
SALE DATE: 10/22/2019
FY2021 ASSESSMENT: \$1,745,800



PID: 202-17-00
LOCATION: 54 WELLAND RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,781,000
SALE DATE: 12/17/2019
FY2021 ASSESSMENT: \$1,777,100



PID: 204-16-00
LOCATION: 54 BLAKE RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,300,000
SALE DATE: 05/21/2019
FY2021 ASSESSMENT: \$2,175,700



PID: 205A-15-01
LOCATION: 92 GARDNER RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,746,500
SALE DATE: 05/24/2019
FY2021 ASSESSMENT: \$1,652,800



10.A.

Single Family Sales

PID: 208-03-01
LOCATION: 25 WEYBRIDGE LN
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,255,000
SALE DATE: 07/08/2019
FY2021 ASSESSMENT: \$2,015,300



PID: 214-77-00
LOCATION: 85 GRIGGS RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,500,000
SALE DATE: 07/17/2019
FY2021 ASSESSMENT: \$2,452,600



PID: 222-15-01
LOCATION: 171 GARDNER RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,320,000
SALE DATE: 06/27/2019
FY2021 ASSESSMENT: \$2,071,200



PID: 222-17-01
LOCATION: 197 GARDNER RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,580,000
SALE DATE: 06/18/2019
FY2021 ASSESSMENT: \$2,446,500



PID: 222-19-00
LOCATION: 213 GARDNER RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,300,000
SALE DATE: 12/02/2019
FY2021 ASSESSMENT: \$2,650,600



PID: 228-21-01
LOCATION: 176 TAPPAN ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,760,000
SALE DATE: 06/17/2019
FY2021 ASSESSMENT: \$1,899,900



10.A.

Single Family Sales

PID: 228-26-00
LOCATION: 164 TAPPAN ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,850,000
SALE DATE: 12/09/2019
FY2021 ASSESSMENT: \$1,812,900



PID: 229-19-00
LOCATION: 209 CLARK RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,450,000
SALE DATE: 07/01/2019
FY2021 ASSESSMENT: \$1,205,500



PID: 231-42-00
LOCATION: 79 BUCKMINSTER RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,700,888
SALE DATE: 07/10/2019
FY2021 ASSESSMENT: \$2,927,800



PID: 231-50-00
LOCATION: 69 CLINTON RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,651,000
SALE DATE: 07/16/2019
FY2021 ASSESSMENT: \$2,205,400



PID: 233-02-00
LOCATION: 255 CLINTON RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,000,000
SALE DATE: 04/05/2019
FY2021 ASSESSMENT: \$1,933,400



PID: 242-02-00
LOCATION: 185 DEAN RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,900,000
SALE DATE: 11/12/2019
FY2021 ASSESSMENT: \$2,171,000



10.A.

Single Family Sales

PID: 243-02-00
LOCATION: 130 DEAN RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$3,200,000
SALE DATE: 09/04/2019
FY2021 ASSESSMENT: \$3,297,400



PID: 247-11-00
LOCATION: 68 CLINTON RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,650,000
SALE DATE: 07/19/2019
FY2021 ASSESSMENT: \$2,900,000



PID: 249-11-00
LOCATION: 105 HOLLAND RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$3,250,000
SALE DATE: 11/13/2019
FY2021 ASSESSMENT: \$3,198,400



PID: 264-04-00
LOCATION: 393 CLINTON RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,825,000
SALE DATE: 11/07/2019
FY2021 ASSESSMENT: \$2,896,800



PID: 264-06-00
LOCATION: 411 CLINTON RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,305,000
SALE DATE: 04/26/2019
FY2021 ASSESSMENT: \$1,833,900



PID: 264A-10-00
LOCATION: 273 ELIOT ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,250,000
SALE DATE: 06/12/2019
FY2021 ASSESSMENT: \$1,801,200



10.A.

Single Family Sales

PID: 265A-10-00
LOCATION: 212 CRAFTS RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,375,000
SALE DATE: 09/04/2019
FY2021 ASSESSMENT: \$1,287,200



PID: 266-01-00
LOCATION: 315 RESERVOIR RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,239,000
SALE DATE: 02/01/2019
FY2021 ASSESSMENT: \$1,189,300



PID: 269-23-00
LOCATION: 91 ELIOT ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,400,000
SALE DATE: 07/16/2019
FY2021 ASSESSMENT: \$1,196,200



PID: 277-03-01
LOCATION: 167 RESERVOIR RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,624,000
SALE DATE: 07/08/2019
FY2021 ASSESSMENT: \$1,504,200



PID: 278C-04-00
LOCATION: 176 FAIRWAY RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,700,000
SALE DATE: 01/04/2019
FY2021 ASSESSMENT: \$1,619,300



PID: 278C-35-00
LOCATION: 21 CRAFTS RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$3,500,000
SALE DATE: 06/20/2019
FY2021 ASSESSMENT: \$3,849,600



10.A.

Single Family Sales

PID: 278C-36-37
LOCATION: 19 CRAFTS RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$3,425,000
SALE DATE: 03/15/2019
FY2021 ASSESSMENT: \$3,300,400



PID: 279-03-00
LOCATION: 40 CRAFTS RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,870,000
SALE DATE: 11/15/2019
FY2021 ASSESSMENT: \$1,745,200



PID: 281-08-00
LOCATION: 145 MIDDLESEX RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$3,015,000
SALE DATE: 08/21/2019
FY2021 ASSESSMENT: \$2,532,500



PID: 284-11-00
LOCATION: 3 ALWYNGTON RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,850,000
SALE DATE: 08/29/2019
FY2021 ASSESSMENT: \$2,850,900



PID: 296-11-00
LOCATION: 34 HAWTHORN RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,615,000
SALE DATE: 03/29/2019
FY2021 ASSESSMENT: \$1,542,800



PID: 299-28-29
LOCATION: 138 HIGH ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$3,150,000
SALE DATE: 06/06/2019
FY2021 ASSESSMENT: \$2,970,700



10.A.

Single Family Sales

PID: 299-34-00
LOCATION: 25 EDGEHILL RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,400,000
SALE DATE: 03/14/2019
FY2021 ASSESSMENT: \$1,852,100



PID: 308-66-00
LOCATION: 173 HIGH ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$835,000
SALE DATE: 11/01/2019
FY2021 ASSESSMENT: \$845,700



PID: 324-06-00
LOCATION: 423 WALNUT ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,375,000
SALE DATE: 04/12/2019
FY2021 ASSESSMENT: \$2,522,800



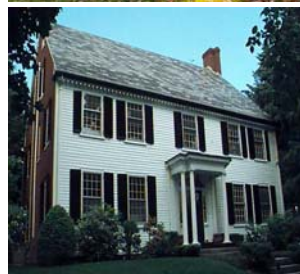
PID: 325-02-00
LOCATION: 468 WALNUT ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$3,000,000
SALE DATE: 06/27/2019
FY2021 ASSESSMENT: \$2,813,700



PID: 336-13-00
LOCATION: 75 LEE ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,579,000
SALE DATE: 08/01/2019
FY2021 ASSESSMENT: \$2,379,200



PID: 337-07-00
LOCATION: 11 HEATH HILL
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,722,000
SALE DATE: 10/31/2019
FY2021 ASSESSMENT: \$2,246,700



10.A.

Single Family Sales

PID: 345-08-00
LOCATION: 52 MEADOWBROOK RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$978,500
SALE DATE: 01/18/2019
FY2021 ASSESSMENT: \$885,600



PID: 347-03-00
LOCATION: 10 COUNTRY RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,050,000
SALE DATE: 08/01/2019
FY2021 ASSESSMENT: \$985,800



PID: 347-14-02
LOCATION: 37 SEARS RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$11,275,000
SALE DATE: 10/21/2019
FY2021 ASSESSMENT: \$9,042,900



PID: 349-01-02
LOCATION: 8 SEARS RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$3,790,000
SALE DATE: 09/24/2019
FY2021 ASSESSMENT: \$4,008,200



PID: 349-10-00
LOCATION: 190 LEE ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,827,500
SALE DATE: 07/31/2019
FY2021 ASSESSMENT: \$3,322,700



PID: 350-13-00
LOCATION: 282 WARREN ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$10,000,000
SALE DATE: 01/02/2019
FY2021 ASSESSMENT: \$8,199,600



10.A.

Single Family Sales

PID: 357-29-00
LOCATION: 112 NEWTON ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,580,000
SALE DATE: 04/01/2019
FY2021 ASSESSMENT: \$1,551,300



PID: 360-11-00
LOCATION: 36 RISLEY RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,100,000
SALE DATE: 06/28/2019
FY2021 ASSESSMENT: \$1,012,900



PID: 360-13-00
LOCATION: 7 CONANT RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$812,500
SALE DATE: 09/12/2019
FY2021 ASSESSMENT: \$799,100



PID: 363-25-00
LOCATION: 31 RISLEY RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,000,000
SALE DATE: 03/08/2019
FY2021 ASSESSMENT: \$905,400



PID: 363-30-31
LOCATION: 318 ALLANDALE RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$965,000
SALE DATE: 12/05/2019
FY2021 ASSESSMENT: \$927,800



PID: 364-08-00
LOCATION: 136 BELLINGHAM RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,150,000
SALE DATE: 08/16/2019
FY2021 ASSESSMENT: \$1,213,400



10.A.

Single Family Sales

PID: 365-06-00
LOCATION: 869 WEST ROXBURY PKY
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,415,000
SALE DATE: 11/14/2019
FY2021 ASSESSMENT: \$1,189,500



PID: 366-19-00
LOCATION: 158 PAYSON RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$955,000
SALE DATE: 05/21/2019
FY2021 ASSESSMENT: \$870,900



PID: 369-05-06
LOCATION: 50 BELLINGHAM RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,675,000
SALE DATE: 09/05/2019
FY2021 ASSESSMENT: \$1,878,900



PID: 369-14-00
LOCATION: 16 SOUTH ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,730,000
SALE DATE: 01/17/2019
FY2021 ASSESSMENT: \$1,771,200



PID: 371-01-00
LOCATION: 99 BELLINGHAM RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,015,000
SALE DATE: 09/12/2019
FY2021 ASSESSMENT: \$1,000,200



PID: 372-02-00
LOCATION: 1125 WEST ROXBURY PKY
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,660,000
SALE DATE: 07/15/2019
FY2021 ASSESSMENT: \$1,968,400



10.A.

Single Family Sales

PID: 375C-10-00
LOCATION: 6 INTERVALE RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,897,000
SALE DATE: 05/03/2019
FY2021 ASSESSMENT: \$1,956,300



PID: 376-04-00
LOCATION: 60 WOODCLIFF RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,625,000
SALE DATE: 01/25/2019
FY2021 ASSESSMENT: \$1,380,800



PID: 377-23-00
LOCATION: 45 CLEARWATER RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,040,000
SALE DATE: 07/09/2019
FY2021 ASSESSMENT: \$904,200



PID: 380-03-00
LOCATION: 80 BONAD RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,050,000
SALE DATE: 01/22/2019
FY2021 ASSESSMENT: \$1,116,100



PID: 382-02-00
LOCATION: 111 BONAD RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,000,000
SALE DATE: 07/29/2019
FY2021 ASSESSMENT: \$853,700



PID: 382-05-00
LOCATION: 125 BONAD RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$952,000
SALE DATE: 05/30/2019
FY2021 ASSESSMENT: \$811,500



10.A.

Single Family Sales

PID: 382-09-00
LOCATION: 141 BONAD RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$899,900
SALE DATE: 02/04/2019
FY2021 ASSESSMENT: \$856,800



PID: 383-10-00
LOCATION: 269 RUSSETT RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,070,000
SALE DATE: 06/17/2019
FY2021 ASSESSMENT: \$965,400



PID: 386-03-00
LOCATION: 295 RUSSETT RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,000,000
SALE DATE: 09/18/2019
FY2021 ASSESSMENT: \$1,017,400



PID: 387-03-00
LOCATION: 296 RUSSETT RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,300,000
SALE DATE: 08/15/2019
FY2021 ASSESSMENT: \$1,091,400



PID: 389-07-00
LOCATION: 358 RUSSETT RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,150,000
SALE DATE: 11/25/2019
FY2021 ASSESSMENT: \$896,300



PID: 390-16-00
LOCATION: 339 RUSSETT RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,188,000
SALE DATE: 12/06/2019
FY2021 ASSESSMENT: \$1,085,600



10.A.

Single Family Sales

PID: 391-13-14
LOCATION: 5 GRASSMERE RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,349,000
SALE DATE: 12/02/2019
FY2021 ASSESSMENT: \$1,177,800



PID: 394-11-00
LOCATION: 17 WALLIS RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,415,000
SALE DATE: 12/11/2019
FY2021 ASSESSMENT: \$1,190,400



PID: 395-05-00
LOCATION: 29 SHAW RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,500,000
SALE DATE: 08/01/2019
FY2021 ASSESSMENT: \$1,448,000



PID: 396-17-00
LOCATION: 94 SHAW RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,975,000
SALE DATE: 04/17/2019
FY2021 ASSESSMENT: \$2,201,100



PID: 396-22-00
LOCATION: 54 SHAW RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,740,000
SALE DATE: 06/24/2019
FY2021 ASSESSMENT: \$1,570,500



PID: 398-02-01
LOCATION: 98 WALLIS RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,316,000
SALE DATE: 12/12/2019
FY2021 ASSESSMENT: \$1,155,000



10.A.

Single Family Sales

PID: 398A-07-00
LOCATION: 160 BEVERLY RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,500,000
SALE DATE: 06/28/2019
FY2021 ASSESSMENT: \$1,188,700



PID: 399-45-00
LOCATION: 1110 WEST ROXBURY PKY
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,465,000
SALE DATE: 07/29/2019
FY2021 ASSESSMENT: \$1,459,800



PID: 399-51-00
LOCATION: 37 ALBERTA RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,950,000
SALE DATE: 03/29/2019
FY2021 ASSESSMENT: \$1,770,700



PID: 400-09-00
LOCATION: 151 WOLCOTT RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,350,000
SALE DATE: 08/23/2019
FY2021 ASSESSMENT: \$1,144,300



PID: 402-08-00
LOCATION: 115 WOLCOTT RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,585,000
SALE DATE: 10/09/2019
FY2021 ASSESSMENT: \$1,516,800



PID: 403-13-00
LOCATION: 72 BEVERLY RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,700,000
SALE DATE: 05/15/2019
FY2021 ASSESSMENT: \$1,882,200



10.A.

Single Family Sales

PID: 404-01-00
LOCATION: 105 BEVERLY RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,655,000
SALE DATE: 07/16/2019
FY2021 ASSESSMENT: \$1,707,300



PID: 408-01-00
LOCATION: 60 PRINCETON RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,950,000
SALE DATE: 07/31/2019
FY2021 ASSESSMENT: \$2,923,100



PID: 408-18-00
LOCATION: 81 LAGRANGE ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,154,000
SALE DATE: 11/08/2019
FY2021 ASSESSMENT: \$2,262,600



PID: 410-04-00
LOCATION: 63 RANGELEY RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,045,000
SALE DATE: 07/29/2019
FY2021 ASSESSMENT: \$2,240,900



PID: 412-10-00
LOCATION: 22 BERESFORD RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,700,000
SALE DATE: 06/21/2019
FY2021 ASSESSMENT: \$2,829,200



PID: 412-12-00
LOCATION: 36 BERESFORD RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,950,000
SALE DATE: 09/25/2019
FY2021 ASSESSMENT: \$1,981,400



10.A.

Single Family Sales

PID: 415-05-00
LOCATION: 40 KENSINGTON CIR
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,475,000
SALE DATE: 04/11/2019
FY2021 ASSESSMENT: \$1,661,300



PID: 416-10-00
LOCATION: 43 KENSINGTON CIR
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,700,000
SALE DATE: 04/16/2019
FY2021 ASSESSMENT: \$1,826,000



PID: 419-16-00
LOCATION: 131 LAUREL RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$3,525,000
SALE DATE: 11/15/2019
FY2021 ASSESSMENT: \$3,655,300



PID: 419A-09-00
LOCATION: 160 LAUREL RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$3,672,500
SALE DATE: 08/21/2019
FY2021 ASSESSMENT: \$3,314,900



PID: 420-06-00
LOCATION: 242 WOODLAND RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$2,918,550
SALE DATE: 05/03/2019
FY2021 ASSESSMENT: \$3,082,900



PID: 421-06-00
LOCATION: 45 LAUREL RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$3,550,000
SALE DATE: 07/01/2019
FY2021 ASSESSMENT: \$3,676,900



10.A.

Single Family Sales

PID: 421-13-02
LOCATION: 370 WOODLAND RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$1,099,000
SALE DATE: 08/21/2019
FY2021 ASSESSMENT: \$1,215,200



PID: 429-22-01
LOCATION: 675 HAMMOND ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$999,000
SALE DATE: 09/06/2019
FY2021 ASSESSMENT: \$992,600



PID: 430-06-00
LOCATION: 17 GLENOE RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$3,200,000
SALE DATE: 01/02/2019
FY2021 ASSESSMENT: \$2,924,300



PID: 437-25-00
LOCATION: 33 LYMAN RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$8,200,000
SALE DATE: 08/28/2019
FY2021 ASSESSMENT: \$7,066,100



PID: 437-41-00
LOCATION: 171 HEATH ST
USE CODE: SINGLE-FAMILY
SALE PRICE: \$3,400,000
SALE DATE: 12/20/2019
FY2021 ASSESSMENT: \$3,533,600



PID: 437-71-00
LOCATION: 70 RANDOLPH RD
USE CODE: SINGLE-FAMILY
SALE PRICE: \$3,250,000
SALE DATE: 02/01/2019
FY2021 ASSESSMENT: \$3,221,800



10.A.

Single Family Sales

PID: 440-31-00

LOCATION: 17 YARMOUTH RD

USE CODE: SINGLE-FAMILY

SALE PRICE: \$8,900,000

SALE DATE: 05/10/2019

FY2021 ASSESSMENT: \$7,549,600



10.A. Two Family Sales

PID: 051-47-00
LOCATION: 26 - 28 BEALS ST
USE CODE: TWO-FAMILY
SALE PRICE: \$2,400,000
SALE DATE: 01/29/2020
FY2021 ASSESSMENT: \$2,309,300



PID: 059-03-01
LOCATION: 91 - 93 ABBOTTSFORD RD
USE CODE: TWO-FAMILY
SALE PRICE: \$1,900,000
SALE DATE: 03/13/2020
FY2021 ASSESSMENT: \$2,117,300



PID: 075-04-00
LOCATION: 56 THORNDIKE ST
USE CODE: TWO-FAMILY
SALE PRICE: \$1,833,500
SALE DATE: 07/11/2019
FY2021 ASSESSMENT: \$1,772,500



PID: 094-04-01
LOCATION: 793 WASHINGTON ST
USE CODE: TWO-FAMILY
SALE PRICE: \$2,080,000
SALE DATE: 09/16/2019
FY2021 ASSESSMENT: \$1,675,900



PID: 094-12-00
LOCATION: 24 BARTLETT CRES
USE CODE: TWO-FAMILY
SALE PRICE: \$1,550,000
SALE DATE: 11/01/2019
FY2021 ASSESSMENT: \$1,605,700



PID: 141-17-00
LOCATION: 33 LINDEN ST
USE CODE: TWO-FAMILY
SALE PRICE: \$1,700,000
SALE DATE: 07/31/2019
FY2021 ASSESSMENT: \$1,710,300



10.A. Two Family Sales

PID: 157-10-00
LOCATION: 41 - 43 STEARNS RD
USE CODE: TWO-FAMILY
SALE PRICE: \$2,100,000
SALE DATE: 12/09/2019
FY2021 ASSESSMENT: \$1,627,700



PID: 157-11-00
LOCATION: 45 STEARNS RD
USE CODE: TWO-FAMILY
SALE PRICE: \$2,000,000
SALE DATE: 04/30/2020
FY2021 ASSESSMENT: \$1,904,800



PID: 191-11-00
LOCATION: 59 - 61 BRINGTON RD
USE CODE: TWO-FAMILY
SALE PRICE: \$1,400,000
SALE DATE: 08/19/2019
FY2021 ASSESSMENT: \$1,511,000



PID: 212-14-00
LOCATION: 523 WASHINGTON ST
USE CODE: TWO-FAMILY
SALE PRICE: \$1,500,000
SALE DATE: 11/21/2019
FY2021 ASSESSMENT: \$1,572,600



PID: 217-08-00
LOCATION: 57 UNIVERSITY RD
USE CODE: TWO-FAMILY
SALE PRICE: \$2,100,000
SALE DATE: 06/17/2019
FY2021 ASSESSMENT: \$1,961,600



PID: 267-28-00
LOCATION: 43 ACKERS AVE
USE CODE: TWO-FAMILY
SALE PRICE: \$1,300,000
SALE DATE: 02/14/2019
FY2021 ASSESSMENT: \$1,155,900



10.A. Two Family Sales

PID: 269-17-00
LOCATION: 67 ELIOT ST
USE CODE: TWO-FAMILY
SALE PRICE: \$1,400,000
SALE DATE: 08/29/2018
FY2021 ASSESSMENT: \$1,434,200



PID: 316-17-00
LOCATION: 98 CHESTNUT ST
USE CODE: TWO-FAMILY
SALE PRICE: \$1,000,000
SALE DATE: 11/01/2018
FY2021 ASSESSMENT: \$897,300



PID: 424-02-00
LOCATION: 9 - 11 BELMONT RD
USE CODE: TWO-FAMILY
SALE PRICE: \$1,000,000
SALE DATE: 06/28/2019
FY2021 ASSESSMENT: \$1,066,000



PID: 428-02-02
LOCATION: 30 SHEAFE ST
USE CODE: TWO-FAMILY
SALE PRICE: \$1,190,000
SALE DATE: 02/07/2020
FY2021 ASSESSMENT: \$1,238,300



PID: 429-19-00
LOCATION: 661 HAMMOND ST
USE CODE: TWO-FAMILY
SALE PRICE: \$1,149,000
SALE DATE: 10/19/2018
FY2021 ASSESSMENT: \$1,073,000



PID: 433-09-00
LOCATION: 517 HEATH ST
USE CODE: TWO-FAMILY
SALE PRICE: \$1,300,000
SALE DATE: 07/11/2019
FY2021 ASSESSMENT: \$1,047,000



10.A.

Three Family Sales

PID: 005-12-00
LOCATION: 21 EUSTON ST
USE CODE: THREE-FAMILY
SALE PRICE: \$3,050,000
SALE DATE: 12/17/2018
FY2021 ASSESSMENT: \$2,801,000



PID: 071-02-01
LOCATION: 524 HARVARD ST
USE CODE: THREE-FAMILY
SALE PRICE: \$2,280,000
SALE DATE: 05/23/2019
FY2021 ASSESSMENT: \$2,360,300



PID: 151-14-00
LOCATION: 86 BROOK ST
USE CODE: THREE-FAMILY
SALE PRICE: \$2,200,000
SALE DATE: 12/20/2019
FY2021 ASSESSMENT: \$2,184,300



PID: 169-05-00
LOCATION: 77 PARK ST
USE CODE: THREE-FAMILY
SALE PRICE: \$2,650,000
SALE DATE: 06/19/2020
FY2021 ASSESSMENT: \$2,566,800



PID: 188-09-00
LOCATION: 11 CAMERON ST
USE CODE: THREE-FAMILY
SALE PRICE: \$1,200,000
SALE DATE: 02/03/2020
FY2021 ASSESSMENT: \$1,222,400



PID: 199-10-00
LOCATION: 50 GREENOUGH ST
USE CODE: THREE-FAMILY
SALE PRICE: \$2,400,000
SALE DATE: 12/23/2019
FY2021 ASSESSMENT: \$1,718,400



10.A.

Three Family Sales

PID: 219-30-00
LOCATION: 36 ADDINGTON RD
USE CODE: THREE-FAMILY
SALE PRICE: \$2,175,000
SALE DATE: 07/12/2018
FY2021 ASSESSMENT: \$2,045,100



PID: 219-31-00
LOCATION: 30 ADDINGTON RD
USE CODE: THREE-FAMILY
SALE PRICE: \$2,387,500
SALE DATE: 09/07/2018
FY2021 ASSESSMENT: \$2,063,300



PID: 253-09-00
LOCATION: 497 BOYLSTON ST
USE CODE: THREE-FAMILY
SALE PRICE: \$2,780,000
SALE DATE: 12/10/2018
FY2021 ASSESSMENT: \$2,532,100



PID: 253-10-00
LOCATION: 501 BOYLSTON ST
USE CODE: THREE-FAMILY
SALE PRICE: \$2,150,000
SALE DATE: 12/04/2019
FY2021 ASSESSMENT: \$2,445,100



PID: 303-10-00
LOCATION: 100 FRANKLIN ST
USE CODE: THREE-FAMILY
SALE PRICE: \$1,425,000
SALE DATE: 06/12/2020
FY2021 ASSESSMENT: \$1,296,800



PID: 308-67-00
LOCATION: 175 HIGH ST
USE CODE: THREE-FAMILY
SALE PRICE: \$1,200,000
SALE DATE: 04/30/2019
FY2021 ASSESSMENT: \$1,356,500



10.A.

Three Family Sales

PID: 318-05-00
LOCATION: 11 EAST MILTON RD
USE CODE: THREE-FAMILY
SALE PRICE: \$2,050,000
SALE DATE: 10/10/2018
FY2021 ASSESSMENT: \$1,779,600



PID: 318-07-00
LOCATION: 17 EAST MILTON RD
USE CODE: THREE-FAMILY
SALE PRICE: \$1,850,000
SALE DATE: 09/06/2019
FY2021 ASSESSMENT: \$1,823,500



PID: 318-74-00
LOCATION: 261 WALNUT ST
USE CODE: THREE-FAMILY
SALE PRICE: \$1,780,000
SALE DATE: 11/06/2018
FY2021 ASSESSMENT: \$1,725,700



PID: 343-01-00
LOCATION: 334 CLYDE ST
USE CODE: THREE-FAMILY
SALE PRICE: \$1,665,000
SALE DATE: 06/13/2019
FY2021 ASSESSMENT: \$1,497,500



10.A. Multi-Family Sales

PID: 001-21-00
LOCATION: 96-98 IVY ST
USE CODE: MULTI-FAMILY
SALE PRICE: \$4,000,000
SALE DATE: 11/01/2019
FY2021 ASSESSMENT: \$3,682,300



PID: 001-21-00
LOCATION: 96-98 IVY ST
USE CODE: MULTI-FAMILY
SALE PRICE: \$4,000,000
SALE DATE: 11/01/2019
FY2021 ASSESSMENT: \$3,682,300



PID: 252-01-00
LOCATION: 80 SEAVER ST
USE CODE: MULTI-FAMILY
SALE PRICE: \$6,000,000
SALE DATE: 03/12/2020
FY2021 ASSESSMENT: \$6,222,900



PID: 252-01-00
LOCATION: 80 SEAVER ST
USE CODE: MULTI-FAMILY
SALE PRICE: \$6,000,000
SALE DATE: 03/12/2020
FY2021 ASSESSMENT: \$6,222,900



PID: 295-15-00
LOCATION: 92 HIGH ST
USE CODE: MULTI-FAMILY
SALE PRICE: \$3,400,000
SALE DATE: 02/01/2019
FY2021 ASSESSMENT: \$3,604,300



PID: 295-15-00
LOCATION: 92 HIGH ST
USE CODE: MULTI-FAMILY
SALE PRICE: \$3,400,000
SALE DATE: 02/01/2019
FY2021 ASSESSMENT: \$3,604,300



DLS At A Glance Report for Brookline

Socioeconomic	
County	NORFOLK
School Structure	K-12
Form of Government	REPRESENTATIVE TOWN MEETING
2015 Population	59,195
2020 Labor Force	30,714
2020 Unemployment Rate	10.10
2017 DOR Income Per Capita	94,322
2009 Housing Units per Sq Mile	3918.22
2018 Road Miles	107.18
EQV Per Capita (2018 EQV/2015 Population)	414,695
Number of Registered Vehicles (2015)	28,805
2012 Number of Registered Voters	40,353

Bond Ratings	
Moody's Bond Ratings as of August 2020*	Aaa
Standard and Poor's Bond Ratings as of July 2020*	AAA

*Blank indicates the community has not been rated by the bond agency

Fiscal Year 2020 Estimated Cherry Sheet Aid	
Education Aid	15,008,663
General Government	6,943,622
Total Receipts	21,952,285
Total Assessments	6,826,231
Net State Aid	15,126,054

Fiscal Year 2020 Tax Classification			
Tax Classification	Assessed Values	Tax Levy	Tax Rate
Residential	23,776,456,515	196,322,386	9.45
Open Space	0	0	0.00
Commercial	2,431,481,197	37,760,903	15.53
Industrial	21,037,700	326,715	15.53
Personal Property	262,571,723	4,077,739	15.53
Total	26,491,547,135	238,487,743	

Fiscal Year 2020 Revenue by Source		
Revenue Source	Amount	% of Total
Tax Levy	238,487,743	71.19
State Aid	22,386,947	6.68
Local Receipts	62,760,136	18.73
Other Available	11,355,279	3.39
Total	334,990,105	

Fiscal Year 2020 Proposition 2 1/2 Levy Capacity	
New Growth	2,765,718
Override	
Debt Exclusion	5,700,172
Levy Limit	238,898,909
Excess Capacity	411,166
Ceiling	662,288,678
Override Capacity	429,089,941

Other Available Funds		
FY2021 Free Cash	FY2019 Stabilization Fund	FY2020 Overlay Reserve
13,001,890	6,772,868	1,856,166

Fiscal Year 2020 Average Single Family Tax Bill**	
Number of Single Family Parcels	
Assessed Value of Single Family	
Average Single Family Tax Bill	

State Average Family Tax Bill	
Fiscal Year 2018	5,786
Fiscal Year 2019	6,021
Fiscal Year 2020	6,244

Brookline issues tax bills on a Quarterly basis

**For the communities granting the Residential or Senior exemptions, DLS does not collect enough information to calculate an average single family tax bill. In FY2020, those communities are Barnstable, Boston, Brookline, Cambridge, Chelsea, Everett, Hopkinton, Malden, Nantucket, Provincetown, Reading Somerset, Somerville, Sudbury, Tisbury, Truro, Waltham Watertown and Wellfleet. Therefore, the average single family tax bill information in this report will be blank.

Fiscal Year 2019 Schedule A - Actual Revenues and Expenditures						
	General Fund	Special Revenue	Capital Projects	Enterprise Funds	Trust Revenue	Total All Funds
Revenues	282,244,612	25,484,196	9,458,824	31,319,906	9,684,483	358,192,021
Expenditures	268,672,229	25,358,984			3,581,116	297,612,329
Police	16,738,310	0	0	0	0	16,738,310
Fire	15,771,245	0	0	0	0	15,771,245
Education	116,389,275	15,217,328		0	0	131,606,603
Public Works	13,321,964	325,735			0	13,647,699
Debt Service	15,631,274					15,631,274
Health Ins	33,793,969				62,911	33,856,880
Pension	23,225,342				0	23,225,342
All Other	33,800,850	9,815,921	0	0	3,518,205	47,134,976

Total Revenues and Expenditures per Capita						
	General Fund	Special Revenue	Capital Projects	Enterprise Funds	Trust Revenue	Total All Funds
Revenues	4,768.0	430.5	159.8	529.1	163.6	6,051.1
Expenditures	4,538.8	428.4	0.0	0.0	60.5	5,027.7

This data only represents the revenues and expenditures occurring in these funds and does not reflect and transfers to or from other funds. Therefore, this data should not be used to calculate an ending fund balance.

If you have questions regarding the data contained in this report, please contact the Municipal Databank/Local Aid Section at (617) 626-2384 or databank@dor.state.ma.us



MA Department of Revenue
Division of Local Services
Municipal Estimated Assessments & Charges
Data current as of 09/10/2020

Select a Municipality

Brookline



Submit

Export Table

FY2021 Estimated Assessments & Charges
To be Used by the Board of Assessors for Budget Planning Purposes
Brookline

PROGRAM	FY2021 Assessments & Charges
County Assessments:	
County Tax	1,068,712
Suffolk County Retirement	0
Sub-Total, County Assessments:	1,068,712
State Assessments and Charges:	
Retired Employees Health Insurance	0
Retired Teachers Health Insurance	0
Mosquito Control Projects	0
Air Pollution Districts	34,088
Metropolitan Area Planning Council	31,837
Old Colony Planning Council	0
RMV Non-Renewal Surcharge	189,020
Sub-Total, State Assessments:	254,945
Transportation Authorities:	
MBTA	5,313,761
Boston Metro. Transit District	1,681
Regional Transit	0
Sub-Total, Transp Authorities:	5,315,442
Annual Charges Against Receipts:	
STRAP Repayments	0
Multi-Year Repayment Program	0
Special Education	33,614
Sub-Total, Annual Charges:	33,614
Tuition Assessments:	
School Choice Sending Tuition	55,430
Charter School Sending Tuition	51,534
Sub-Total, Tuition Assessments:	106,964
Total All Estimated Charges:	6,779,677

Questions or Assistance Please Email The Municipal Databank at : databank@dor.state.ma.us

LEVY LIMITS: A PRIMER ON PROPOSITION 2 ½



DLS
DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

Introduction

The Division of Local Services has developed this primer to guide local officials through the mechanics of Proposition 2½. Proposition 2½ revolutionized property tax administration and is a fundamental feature of the Massachusetts municipal fiscal landscape. Yet there is still some confusion about its meaning for cities and towns, particularly because the law is complex and has undergone a number of changes since Proposition 2½ was enacted in 1980.

The purpose of this primer is to explain, as simply as possible, the basic provisions of Proposition 2½. We focus in particular on those aspects of the law that we have found to cause the most confusion, for example: the ways in which Proposition 2½ limits the property tax, how the levy limit is calculated, how an override differs from a debt exclusion or capital outlay expenditure exclusion, and how new growth works.

With the help of this primer, a local official should be able to understand the fundamentals of Proposition 2½. However, this primer is not intended as a substitute for legal guidance on a community's options and obligations under the law. If you have any questions, please refer to the Resources section included in this primer and contact the Division of Local Services for assistance and information.

We hope this primer will help you grasp the basic concepts of Proposition 2½ and act on behalf of your community with a better understanding of the law. We welcome questions and comments on this publication.

What is a Levy?

The property tax levy is the revenue a community can raise through real and personal property taxes. We will refer to the property tax levy simply as the **levy**. In Massachusetts, municipal revenues to support local spending for schools, public safety and other public services are raised through the property tax levy, state aid, local receipts and other sources. The property tax levy is the largest source of revenue for most cities and towns.

What is a Levy Ceiling? What is a Levy Limit?

Proposition 2½ places constraints on the amount of the levy raised by a city or town and on how much the levy can be increased from year to year.

A levy limit is a restriction on the amount of property taxes a community can levy. Proposition 2½ established two types of levy limits:

First, a community cannot levy more than 2.5 percent of the total full and fair cash value of all taxable real and personal property in the community. In this primer we will refer to the full and fair cash value limit as the **levy ceiling**.

Second, a community's levy is also constrained in that it can only increase by a certain amount from year to year. We will refer to the maximum amount a community can levy in a given year as the **levy limit**. The levy limit will always be below, or at most, equal to the levy ceiling. The levy limit may not exceed the levy ceiling.

Proposition 2½ does provide communities with some flexibility. It is possible for a community to levy above its levy limit or its levy ceiling on a temporary basis, as well as to increase its levy limit on a permanent basis. These options are discussed in more detail in other sections of this primer. The concepts of levy ceiling and levy limit are illustrated in *Figure 1*.

How is a Levy Ceiling Calculated?

The levy ceiling is determined by calculating 2.5 percent of the total full and fair cash value of taxable real and personal property in the community:

$$\text{Full and Fair Cash Value} \times 2.5\% = \text{LEVY CEILING}$$

$$\text{Full and Fair Cash Value} = \$100,000,000$$

$$\$100,000,000 \times 2.5\% = \$2,500,000$$

In this example, the levy ceiling is \$2,500,000.

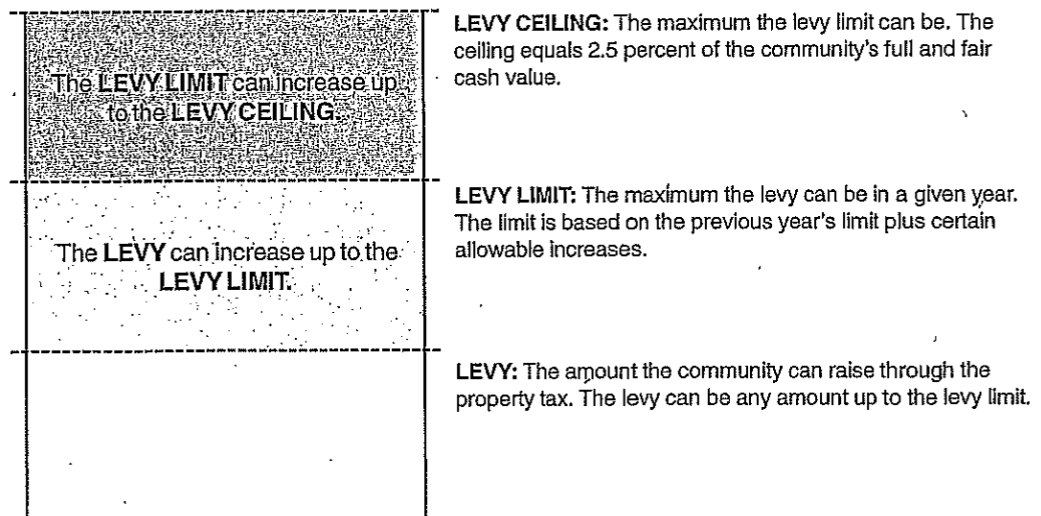


Figure 1

How is a Levy Ceiling Changed?

The total full and fair cash value of taxable real and personal property in a community usually changes each year as properties are added or removed from the tax roll and market values increase or decrease. This also changes the levy ceiling. See *Figure 2*.

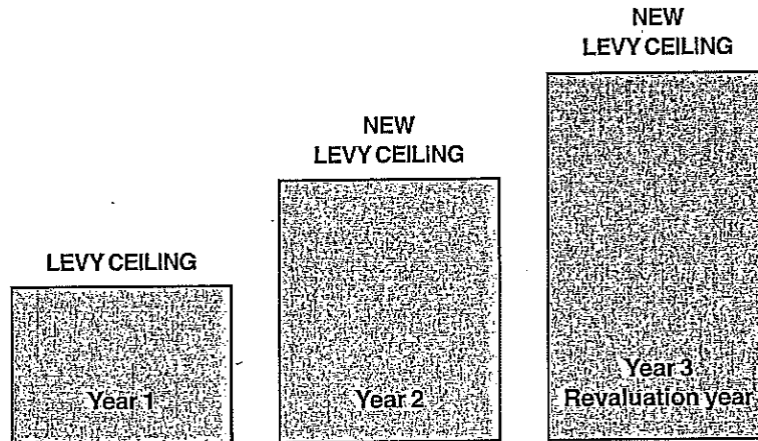


Figure 2

How is a Levy Limit Calculated?

A levy limit for each community is calculated annually by the Department of Revenue. It is important to note that a community's levy limit is based on the previous year's levy limit and not on the previous year's actual levy.

Each step in the example below is detailed in other sections of this primer. A levy limit is calculated by:

Taking the previous year's levy limit and increasing it by 2.5%:	
A. FY2007 Levy Limit	\$1,000,000
B. (A) x 2.5%	+ \$25,000
Adding to the levy limit amounts of certified new growth added to the community's property tax base:	
C. FY2008 New Growth	+ \$15,000
Adding to the levy limit amounts authorized by override votes:	
D. FY2008 Override	+ \$100,000
E. FY2008 Subtotal (A+B+C+D)	= \$1,140,000
Comparing the FY2008 levy limit to the FY2008 levy ceiling and applying the lesser number (compare E and F):	
F. FY2008 Levy Ceiling	\$2,500,000
	\$1,140,000
Applicable FY2008 Levy Limit	
(Lesser of E and F)	

This community's levy limit, the maximum amount in real and personal property taxes it can levy, is \$1,140,000 for FY2008. How much of this amount the community actually wants to use — that is, the amount of the levy — is up to the discretion of local officials. The community can levy up to or at any level below the entire levy limit amount, regardless of what its levy was in the previous year. Levy increases are discussed on page 13.

How is a Levy Limit Increased?

The levy limit is increased from year to year as long as it remains below the levy ceiling. Permanent increases in the levy limit result from the following:

Automatic 2.5 percent increase. Each year, a community's levy limit automatically increases by 2.5 percent over the previous year's levy limit. This does not require any action on the part of local officials; the Department of Revenue calculates this increase automatically.

New Growth. A community is able to increase its levy limit each year to reflect new growth in the tax base. Assessors are required to submit information on growth in the tax base for approval by the Department of Revenue as part of the tax rate setting process. New growth is discussed on page 8.

Overrides. A community can permanently increase its levy limit by successfully voting an override. The amount of the override becomes a permanent part of the levy limit base. Overrides are discussed on page 9.

Please note: Debt exclusions, capital outlay expenditure exclusions and overrides are all often referred to as "overrides" and enable a community either to permanently increase its levy limit or temporarily levy above its levy limit or levy ceiling. This primer makes a distinction between an override and a debt or capital outlay expenditure exclusion, because there is a significant difference in the impact of each on a community's levy limit. An override enables a community to permanently increase its levy limit, while an exclusion only allows for a temporary increase in taxes over a community's levy limit. Overrides, debt exclusions and capital outlay expenditure exclusions are discussed in greater detail in other sections of this primer.

In summary, the levy limit can increase from year to year in these ways: automatic 2.5 percent increase, new growth and overrides. Once the levy limit is increased in any of these ways, the increased levy limit amount becomes the base upon which levy limits are calculated for future years. See *Figure 3*.

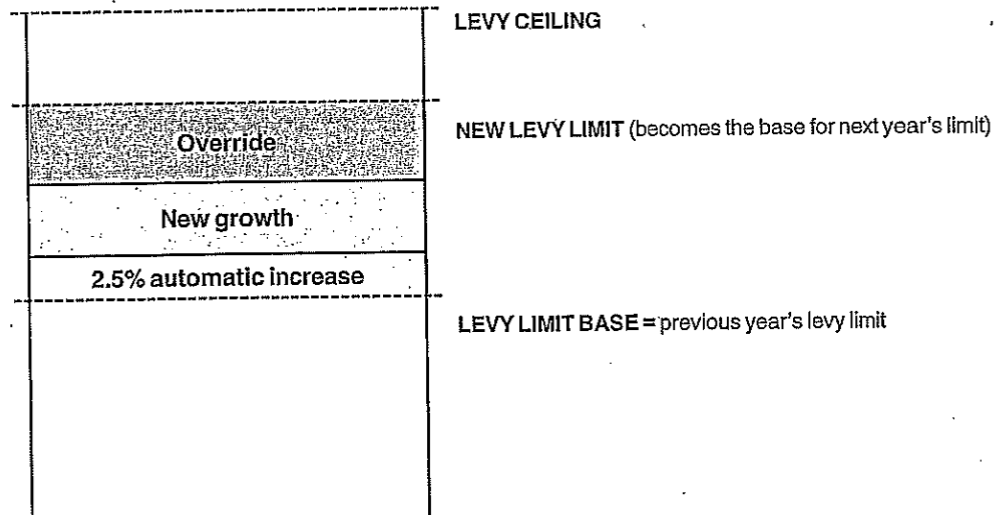


Figure 3

How Can a Community Levy Taxes in Excess of its Levy Limit or Levy Ceiling?

A community can assess taxes in excess of its levy limit or levy ceiling by successfully voting a debt exclusion or capital outlay expenditure exclusion. The amount of the exclusion does not become a permanent part of the levy limit base, but allows a community to assess taxes for a certain period of time in excess of its levy limit or levy ceiling for the payment of certain debt service costs or for the payment of certain capital outlay expenditures. See *Figures 4a and 4b*.

In *Figure 4a* the debt exclusion or capital outlay expenditure exclusion gives the community temporary additional taxing capacity over and above its levy limit, but below its levy ceiling.

In *Figure 4b* the debt exclusion or capital outlay expenditure exclusion gives the community temporary additional taxing capacity that is over and above not only its levy limit, but also its levy ceiling.

For more information on debt exclusions and capital outlay expenditure exclusions, see page 10.

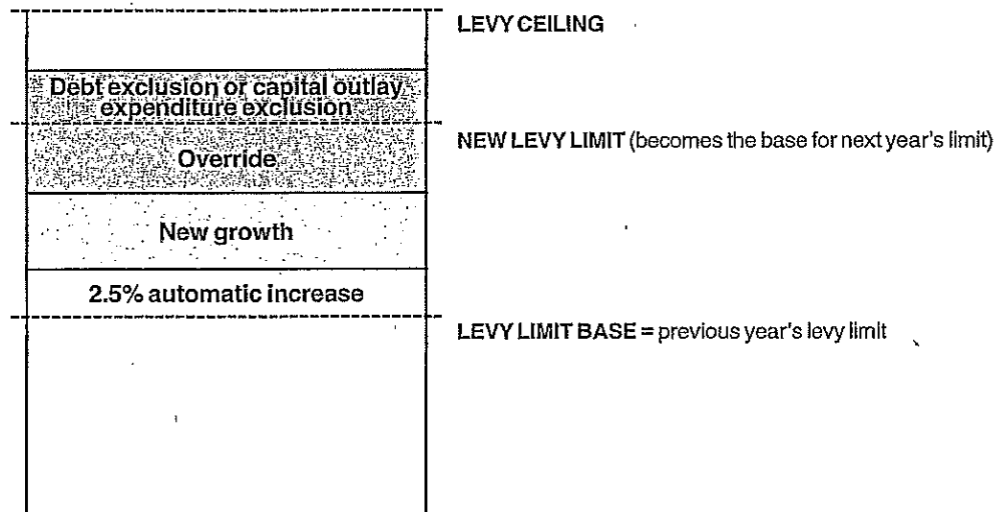


Figure 4a

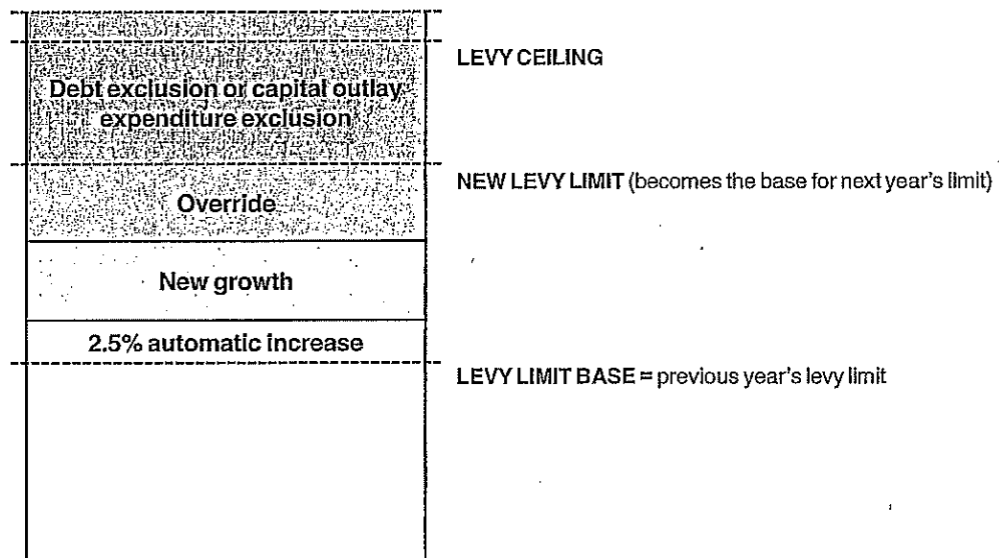


Figure 4b

What is New Growth?

Proposition 2½ allows a community to increase its levy limit annually by an amount based on the increased value of new development and other growth in the tax base that is **not** the result of revaluation. The purpose of this provision is to recognize that new development results in additional municipal costs; for instance, the construction of a new housing development may result in increased school enrollment, public safety costs, and so on. New growth under this provision includes:

- Properties that have increased in assessed valuation since the prior year because of development or other changes.
- Exempt real property returned to the tax roll and new personal property.
- New subdivision parcels and condominium conversions.

New growth is calculated by multiplying the increase in the assessed valuation of qualifying property by the prior year's tax rate for the appropriate class of property. **Any increase in property valuation due to revaluation is not included in the calculation.**

Below we highlight how new growth is calculated:

$$\begin{aligned} &\text{Increases in Assessed Valuation} \\ &\times \text{Prior Year's Tax Rate for Particular Class of Property} \\ &= \text{New Growth Addition to Levy Limit} \end{aligned}$$

For example, for a community that applies the same tax rate to all classes of property:

$$\begin{aligned} &\text{Increases in Assessed Valuation} = \$1,000,000 \\ &\text{Prior Year's Tax Rate} = \$15.00/1000 \\ &\$1,000,000 \times (\$15.00/1000) = \$15,000 \\ &\text{New Growth Addition to Levy Limit} = \$15,000 \end{aligned}$$

Below we highlight where the addition of new growth occurs in the calculation of the levy limit:

Taking the previous year's levy limit and increasing it by 2.5%:		
A. FY2007 Levy Limit		\$1,000,000
B. (A) x 2.5%	+	\$25,000
Adding to the levy limit amounts of certified new growth added to the community's property tax base:		
C. FY2008 New Growth	+	\$15,000
Adding to the levy limit amounts authorized by override votes:		
D. FY2008 Override	+	\$100,000
E. FY2008 Subtotal (A+B+C+D)	=	\$1,140,000
Comparing the FY2008 levy limit to the FY2008 levy ceiling and applying the lesser number (compare E and F):		
F. FY2008 Levy Ceiling		\$2,500,000
		<u>\$1,140,000</u>
Applicable FY2008 Levy Limit		(Lesser of E and F)

New growth becomes part of the levy limit base, and thus increases at the rate of 2.5 percent each year as the levy limit increases. Reporting of new growth provides a community with an opportunity to increase its levy limit, which can provide for added budget flexibility in the future. Boards of Assessors are required to report new growth each year as a part of setting the tax rate.

What is an Override?

Proposition 2½ allows a community to assess taxes in excess of the automatic annual 2.5 percent increase and any increase due to new growth by passing an **override**. A community may take this action as long as it is below its levy ceiling, or 2.5 percent of full and fair cash value. An override cannot increase a community's levy limit above the level of the community's levy ceiling.

When an override is passed, the levy limit for the year is calculated by including the amount of the override. The override results in a permanent increase in the levy limit of a community, which as part of the levy limit base, increases at the rate of 2.5 percent each year.

A majority vote of a community's selectmen, or town or city council (with the mayor's approval if required by law) allows an override question to be placed on the ballot. Override questions must be presented in dollar terms and must specify the purpose of the override. Overrides require a majority vote of approval by the electorate.

Below we highlight where the amount of an override is added in the calculation of the levy limit:

Taking the previous year's levy limit and increasing it by 2.5%:	
A. FY2007 Levy Limit	\$1,000,000
B. (A) x 2.5%	+ \$25,000
Adding to the levy limit amounts of certified new growth added to the community's property tax base:	
C. FY2008 New Growth	+ \$15,000
Adding to the levy limit amounts authorized by override votes:	
D. FY2008 Override	+ \$100,000
E. FY2008 Subtotal (A+B+C+D)	= \$1,140,000
Comparing the FY2008 levy limit to the FY2008 levy ceiling and applying the lesser number (compare E and F):	
F. FY2008 Levy Ceiling	\$2,500,000
	<u>\$1,140,000</u>
Applicable FY2008 Levy Limit (Lesser of E and F)	

The community can levy up to its levy limit of \$1,140,000 in FY2008.

What is a Debt Exclusion? What is a Capital Outlay Expenditure Exclusion?

Proposition 2½ allows a community to raise funds for certain purposes above the amount of its levy limit or levy ceiling. A community can assess taxes in excess of its levy limit or levy ceiling for the payment of certain capital projects and for the payment of specified debt service costs. An exclusion for the purpose of raising funds for debt service costs is referred to as a **debt exclusion**, and an exclusion for the purpose of raising funds for capital project costs is referred to as a **capital outlay expenditure exclusion**. Both exclusions require voter approval with very limited exceptions. These exceptions are explained on page 12.

The additional amount for the payment of debt service is added to the levy limit or levy ceiling for the life of the debt only. The additional amount for the payment of the capital project cost is added to the levy limit or levy ceiling only for the year in which the project is being undertaken. Unlike overrides, exclusions do not become part of the base upon which the levy limit is calculated for future years.

Reimbursements such as state reimbursements for school building construction are subtracted from the amount of the exclusion.

A capital outlay expenditure exclusion or debt exclusion is effective even in the rare case when the exclusion would bring the community's levy above its levy ceiling.

Both of these exclusions require a two-thirds vote of the community's selectmen, or town or city council (with the mayor's approval if required by law) in order to be presented to the voters. A majority vote of approval by the electorate is required for both types of exclusion.

Questions presented to exclude a debt obligation must state the purpose or purposes for which the monies from the debt issue will be used. Questions presented to exclude a capital outlay expenditure exclusion must state the amounts and purposes of the expenditures.

Below we highlight how exclusions are added to the levy limit:

Taking the previous year's levy limit and increasing it by 2.5%:	
A. FY2007 Levy Limit	\$ 1,000,000
B. (A) x 2.5%	+ \$25,000
Adding to the levy limit amounts of certified new growth added to the community's property tax base:	
C. FY2008 New Growth	+ \$15,000
Adding to the levy limit amounts authorized by override votes:	
D. FY2008 Override	+ \$100,000
E. FY2008 Subtotal (A+B+C+D)	= \$1,140,000
Comparing the FY2008 levy limit to the FY2008 levy ceiling and applying the lesser number (compare E and F):	
F. FY2008 Levy Ceiling	\$2,500,000
	\$1,140,000
Applicable FY2008 Levy Limit	
(Lesser of E and F)	
Calculating FY2008 levy limit with debt exclusion or capital outlay expenditure exclusion:	
H. FY2008 Levy Limit	\$ 1,140,000
I. Add FY2008 Debt Exclusion or Capital Outlay Expenditure Exclusion	+ \$50,000
	\$1,190,000
Applicable FY2008 Levy Limit with Debt Exclusion or Capital Outlay Expenditure Exclusion	

In FY2008, this community can levy up to \$1,190,000, its applicable levy limit with this debt exclusion or capital outlay expenditure exclusion.

What is a Special Exclusion?

For a few limited capital purposes, a community may assess taxes above the amount of its levy limit or levy ceiling without voter approval. Otherwise, special debt and capital outlay expenditure exclusions are like voter approved exclusions. The amount of the special exclusion is only added to the levy limit or ceiling for a temporary period of time, and does not become part of the base upon which the levy limit is calculated for future years.

One special debt exclusion allows a community to add water and sewer project debt service costs to its levy limit or levy ceiling for the life of the debt, as long as it reduces water and sewer rates by the same amount. The water and sewer debt exclusion is adopted by a majority vote of the community's selectmen, or town or city council (with the mayor's approval if required by law) and may include all or part of existing and subsequently authorized water and sewer debt or just the residential share of that debt.

Another special debt or capital outlay expenditure exclusion applies if a community has a program to assist homeowners to repair or replace faulty septic systems, remove underground fuel storage tanks or remove dangerous levels of lead paint in order to meet public health and safety code requirements. Under the program, the board of health and the homeowner agree that the board may contract with third parties to perform the work, and the homeowner will repay the community for all project costs. Homeowners may make the repayment by having a portion of the repair costs, with interest, added to their property tax bills for up to 20 years. The community may automatically add to its levy limit or levy ceiling the amount appropriated, or the amount of the debt service costs on any borrowing for the program.

What is an Underride?

Proposition 2½ allows a community to reduce its levy limit by passing an **underride**. When an underride is passed, the levy limit for the year is calculated by subtracting the amount of the underride. The underride results in a permanent decrease in the levy limit of a community because it reduces the base upon which levy limits are calculated for future years.

A majority vote of a community's selectmen, or town or city council (with the mayor's approval if required by law) allows an underride question to be placed on the ballot. An underride question may also be placed on the ballot by the people using a local initiative procedure, if one is provided by law. Underride questions must state a dollar amount and require a majority vote of approval by the electorate.

Below we highlight where the amount of an underride is subtracted in the calculation of the levy limit:

Taking the previous year's levy limit and increasing it by 2.5%:	
A. FY2007 Levy Limit	\$1,000,000
B. (A) x 2.5%	+ \$25,000
Adding to the levy limit amounts of certified new growth added to the community's property tax base:	
C. FY2008 New Growth	+ \$15,000
Subtracting from the levy limit amounts authorized by underride votes:	
D. FY2008 Underride	- \$40,000
E. FY2008 Subtotal (A+B+C-D)	= \$1,000,000
\$1,000,000	
Applicable FY2008 Levy Limit	

The community can levy up to its levy limit of \$1,000,000 in FY2008.

Levy Increases

Once a community's levy limit is established for a particular year, the community can determine what its levy will be. The community may set its levy at any amount up to the levy limit. (Or, if it has voted a debt exclusion or capital outlay expenditure exclusion, it may levy up to the levy limit plus the additional temporary capacity resulting from the exclusion.)

It is important to note that as long as a community levies no more than its levy limit, there is no restriction on the dollar increase or percentage increase in its levy from year to year. Proposition 2½ restricts increases in the levy limit, not the levy. A community is permitted to tax up to its levy limit, even if it must raise its levy by a large percentage over the previous year's levy.

For example, a community could decide to increase its levy between FY2007 and FY2008 because the people of the community feel that the town should respond to some unmet local needs. Below we highlight the community's FY2007 and FY2008 levy limits and levies:

FY2007 Levy Limit = \$1,000,000

FY2007 Levy = \$900,000

FY2008 Levy Limit = \$1,025,000

FY2008 Levy = \$1,025,000

Percentage Change In Levy Limit = 2.5%

Percentage Change In Levy = 13.8%

From FY2007 to FY2008, the community's levy limit only increases by the allowed 2.5 percent. (In this example assume the community has no new growth and has not voted an override.) The community's levy increases from the FY2007 amount of \$900,000 up to its FY2008 levy limit of \$1,025,000. This is a total dollar increase in the actual levy of \$125,000 — and a percentage increase in the actual levy of 13.8 percent. From FY2007 to FY2008, the actual levy increases by 13.8 percent while the levy limit only increases by the allowed 2.5 percent.

It is important to note that the 13.8 percent increase described here is allowable under the provisions of Proposition 2½. As long as the levy limit only increases each year by the amount allowed under Proposition 2½, the actual levy can increase or decrease within the levy limit established each year, as decided by the community. The community may increase its levy up to its new levy limit regardless of the percentage increase in the levy. This concept is illustrated in *Figure 5*.

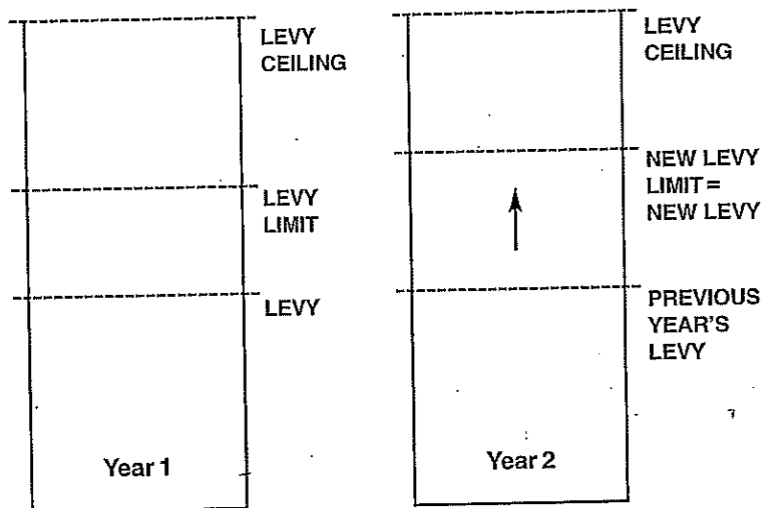


Figure 5

In Year 1, the community levies well below its levy limit.

In Year 2, the community's levy limit increases by the amount permitted under Proposition 2½. The community decides to levy all the way up to its new levy limit. The increase in the levy in Year 2 over Year 1 is indicated by the arrow. This increase is permissible under Proposition 2½.

Excess Levy Capacity

As discussed in the previous section, a community may choose to set its levy at any amount below or equal to its levy limit. When a community sets its levy below the limit, the difference between the levy and the levy limit is commonly referred to as **excess levy capacity**. This is an additional amount the community could, but chose not to, levy.

$$\text{Levy Limit} - \text{Levy} = \text{Excess Levy Capacity}$$

The concept of excess levy capacity is not a part of the Proposition 2½ law, as are the levy limit and levy ceiling. However, excess levy capacity is an important factor in municipal finance, and local officials should understand this concept.

There are two common misconceptions about excess levy capacity. The first misconception is that if a community has excess levy capacity in one year, then its ability to levy up to its levy limit in succeeding years is negatively affected. This misconception is based on the fact that Proposition 2½ limits the amount a community can increase its property taxes from year to year. Many think this means that a community cannot raise its levy all the way up to the levy limit to use all its excess capacity in just one year.

This is not true. As we have already seen, Proposition 2½ limits increases from year to year in the levy limit, not the levy. Before the tax rate is set, the full amount of the levy limit is always available to the community, **regardless** of how much of the limit the community has chosen to levy in previous years. It is within the law under Proposition 2½ for a community to have excess levy capacity in one year and, in the following year, to levy right up to the full amount of its new levy limit. This is true no matter what the percentage increase in the levy would be in order to achieve this result.

The second misconception about excess levy capacity is that a community is able to go back and "capture" excess levy capacity from a previous year. This is also not true. Once the community sets its tax rate for a given year, any revenues foregone because of excess levy capacity in that year are lost forever. This is only a one-time loss, however. In the following year, the community may levy up to its new levy limit, regardless of its levy in the previous year. See the example below:

FY2007 Levy Limit = \$1,000,000

FY2007 Levy = \$900,000

FY2007 Excess Levy Capacity = \$100,000

FY2008 Levy Limit = \$1,025,000

FY2008 Levy = \$1,025,000

FY2008 Excess Levy Capacity = \$0

Increase In Levy Limit = \$25,000

Increase In Levy = \$125,000

In FY2007, the town levies only \$900,000 of its levy limit of \$1,000,000, foregoing \$100,000 of tax revenue it could have collected. In FY2008, the town's levy limit increases by the automatic 2.5 percent allowed by Proposition 2½, or up by \$25,000 to \$1,025,000. The town decides to levy all the way up to its new levy limit, so it has no excess capacity in FY2008. Its FY2008 levy is \$125,000 higher than its FY2007 levy. The town cannot also levy an additional amount to capture the \$100,000 foregone in FY2007. In other words, it cannot levy up to \$1,125,000 for a total levy increase of \$225,000. The \$100,000 foregone in FY2007 is lost forever. This is a one-time loss, since the community can, in FY2008, levy all the way up to its new levy limit. This is highlighted in *Figure 6*.

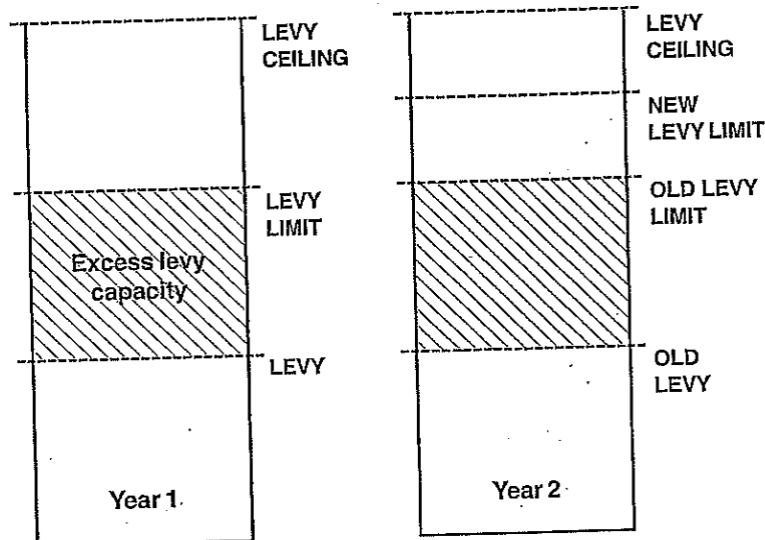


Figure 6

In Year 1, the community levies below its levy limit and as a result has excess levy capacity, represented by the area indicated.

In Year 2, the community may levy all the way up to its new levy limit. By levying up over its "old" levy limit (that is, its levy limit in Year 1), the community "uses" the excess capacity accrued in Year 1, shown by the area indicated. The community may increase its levy up to the new levy limit regardless of the percentage increase in the levy that is required to do so.

However, in Year 2 the community may not go back and recover the actual dollars of excess levy capacity foregone in Year 1 (the area indicated in the Year 1 diagram). That tax revenue is lost forever. It is only a one-time loss since the community can tax up to or above that level in Year 2.

Resources

For information on levy limits, levy ceilings, new growth and ballot questions (overrides, debt exclusions and capital outlay expenditure exclusions), contact DOR's Division of Local Services at:

- (617) 626-2300 by phone;
- (617) 626-2330 by fax; or
- the DLS website at www.mass.gov/dls.



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
 Commissioner

Memorandum

To: Select Board
 From: Erin Gallentine, Commissioner of Public Works
 Date: November 24, 2020
 Re: **Proposed Increase in Sanitation & Recycling Rates for 2021**
 Cc: Melvin Kleckner, Town Administrator
 Melissa Goff, Deputy Town Administrator

The Town operates a comprehensive Hybrid Pay As you Throw (HPAYT) refuse and recycling program that utilizes 35, 65, and 95-gallon waste cart sizes. The program relies on revenue generated by the refuse fee to offset a portion of the total cost of solid waste collection and disposal, recycling collection and material processing and yard waste collection and disposal. The target cost share is 75% resident fee and 25% Town tax subsidy. Fees for this program have not increased since the program commenced in 2017. Largely due to changes in the refuse and recycling market, Town costs have increased significantly since the program began. Program costs are projected to increase by 34.5% between program inception and FY22. The current cost share for the program is 61% covered by the refuse fee and 39% Town subsidy. Below please find a detailed analysis and recommendation to increase and rebalance refuse fees to establish a cost share goal of 75/25. The rate increase was presented as part of the FY21 DPW budget and proposed for July 1, 2020, but was held due to Covid. The proposed fee increase was built into the revenue assumption used for the budget that just passed the November Town Meeting.

The Department of Public Works respectfully requests consideration and approval of the PAYT Refuse & Recycling program fees as follows effective January 1, 2021:

Sanitation Program Fees Effective January 1, 2021	
35 Gallon Waste Cart Fee	\$230/Year
65 Gallon Waste Cart Fee	\$310/Year
95 Gallon Waste Cart Fee	\$392/Year
Cart Waiver –Bags Only Collection Fee	\$192/Year
Overflow Bag Fee	\$3.70/Bag
Cart Swap Fee	\$40/Swap

Background

The Town of Brookline Department of Public Works manages a comprehensive PAYT refuse and recycling program. The program has three primary levels of service that allows residents to customize the program to meet their needs. The program has been funded by an annual user fee of \$190 (35-Gallon), \$252 (65-Gallon) and \$312 (95-Gallon) since the inception of the program in 2017. In addition, the program allows for the purchase of overflow bags priced at \$3 per bag or \$15 for a roll of five (5) bags. Depending upon the recycling market and refuse disposal and collection fees, cost recovery has ranged from 78% to a current low of 61%. The dramatic increases in recycling processing fees are largely attributed to the loss of the Chinese markets for recycled materials in 2018. The increase in solid waste disposal and processing fees is impacted by fewer regional disposal options and increases in transportation, environmental and service costs. Across the country refuse and recycling costs are increasing dramatically. The Town of Brookline Solid Waste Advisory Committee (SWAC), to identify ways to reduce the overall tonnage of material going into the refuse waste stream and divert applicable materials to recycling, special waste or compost solutions. The diversity of the refuse and recycling program helps control costs.

Program Administration and Supporting Contracts

In June 2020, the Town renegotiated and extended the solid waste disposal and recycling contracts with Casella Waste Systems. The contract executed by the Select Board is renewable for 4 additional years.

Contract PW/15-01 Disposal of Solid Waste

This contract is for the hauling and disposal of solid waste from the Brookline Transfer Station to disposal sites selected by the contractor. Contract prices have increased from \$78 to \$118 per ton primarily due to higher wage rates from trucking and changes in disposal sites from Casella owned landfills to waste-to-energy incineration plants. Brookline is fortunate in that it can leverage its municipal transfer station. Disposal costs are offset by a negotiated commercial host fee of \$168,000 resulting in a net cost per ton of \$98. The FY21 contract amount is \$835,000, a \$337,800 increase over FY20, and will be inflated by a minimum of 3% for each subsequent year.

Contract PW/16-01 Curbside Collection and Processing of Single Stream Recycling

This contract is for the collecting and processing of recycling materials in conformance with MADEP regulations. The contract price for curbside collection, \$1,379,050, increased by \$150,524 for FY21, and will inflate by a minimum of 3% for each subsequent year. The base processing fee for recycling has increased from \$75 to \$90 per ton in FY21. The fee increases by \$8 per ton in years 2 and 3 and then by \$6 per ton in years 4 and 5. However, the actual cost to the Town is based upon the Average Commodity Revenue (ACR) which reflects the current market value for each commodity and varies monthly. When the ACR is less than the processing fee the Town pays the difference dollar for dollar. When the ACR exceeds the processing fee the Town receives 80% of the difference in revenue. Based on the current market conditions, which are extremely poor due to the loss of the recycling markets in China, the FY21 recycling processing cost is estimated at \$460,000. The total contract for FY21 is \$1,839,050 which is an increase of \$235,424 over FY20.

11.A.

In addition, the Town assessed costs for refuse collection, program administration, environmental management, and special waste collection and disposal including hazardous materials, metals, yard waste, organics, CRTs and bulk material.

The total cost of the program for collection, handling, processing and disposal in FY20 was 4,156,789. The cost with the new FY21 contracts has increased to 4,879,863. The contracts that the Town has previous to FY21 were exceptionally beneficial to the Town as they predated the recycling market crash and dramatic increase in market costs for solid waste handling and disposal. The increase in cost for the current fiscal year is an estimated \$723,074 over last year and a current projected cost recovery of 61%. The Department has reviewed costs, adjusted for current fiscal year wages and contracts and recommends a fee increase across all program elements in order to account for program cost increases and realize the cost recovery goal of 75/25. In FY20 the PAYT program generated \$2,978,158 in revenue. If we were to stay with that level of revenue we will only reach 61% cost recover. In order to reach 75/25 cost recovery the Town will need revenue of \$3,659,897 as show below. The following chart shows the amount of revenue needed to reach various percentages of Cost Recovery with the 75/25 column highlighted.

FY21 SANITATION COST RECOVERY SCENARIOS								
PROPERTY TAX	1,901,705	1,463,959	1,219,966	975,973	731,979	487,986	243,993	0
REFUSE FEE REVENUE	2,978,158	3,415,904	3,659,897	3,903,890	4,147,884	4,391,877	4,635,870	4,879,863
TOTAL COST	4,879,863	4,879,863	4,879,863	4,879,863	4,879,863	4,879,863	4,879,863	4,879,863
% PROPERTY TAX	38.97%	30.00%	25.00%	20.00%	15.00%	10.00%	5.00%	0.00%
% USER FEE	61.03%	70.00%	75.00%	80.00%	85.00%	90.00%	95.00%	100.00%

The following chart details the existing fees along with the proposed increase in annual fees for each waste cart size and was developed to achieve the required revenue of \$3,659,897. The proposal keeps the relative cart fees generally proportional to the original adopted 2017 fees, but includes a modest incentive for smaller cart sizes as recommended by Select Board Members and Advisory Committee members in 2020 in preparation for the new cart fees. The increases range from 21% for the smallest carts to 26% for the largest cart. The proposed increase for overflow bags raises the retail bags prices from \$3.00 to \$3.70, or from \$15.00 per roll to \$18.50 per roll of 5 bags.

Cart Pricing

		FY20 Current Rates		FY21 Proposed Rates	
Cart Size Gal	Actual # of Units	Total Annual Cost	Actual Revenue	Total Annual Cost	Estimated Revenue
35	5,923	190	1,125,370	230	1,362,290
65	4,540	252	1,144,080	310	1,407,400
95	2,243	312	699,816	392	879,256
Bags Only	57	156	8,892	192	10,944
	12,763		2,978,158		3,659,890

11.A.

Overflow Bag Pricing

	Disposal Cost	Bag Cost	Collection Cost	Total Cost	Recommended Retail Cost
30 Gallon Bag	1.25	0.30	2.15	\$3.70	\$18.50 per roll (5 bags per roll)

Adoption of the new rates will restore the cost recovery of the Sanitation Program to previously accepted levels and provide the Town with the additional revenue needed to fund cost increases for the additional recycling processing costs and to fund the new contract extensions. We are hopeful that new recycling markets will open in the next couple of years alleviating the pressure on this commodity.

In addition, the Department seeks to restrict cart swaps to once per year and initiate a service fee of \$40 to cover cleaning, disinfection, repair, pick-up and delivery costs associated with the service. New property owners may swap carts initially at no charge.

Cart Swap Service Charge

		Total Cost
Cart Service	Collection,Cleaning, Repair, Administrative and Replacement Services	\$40.00

Thank you for consideration. The PAYT refuse and recycling fee has not been increased since program inception in 2017. Costs in the solid waste market have increased over the last 5 years. We recommend that you review and approve the proposed increase in fees to achieve a target goal of 75% resident user fee and 25% Town property tax subsidy. The rate adjustment is intended to rebalance the cost share between the resident and Town for this service.

The Solid Waste Advisory Committee and Town Staff continue to search for new ways to minimize solid waste to control costs and to reduce our collective impact on the environment.



Commission for Diversity, Inclusion & Community Relations
(As of November 2020)

MEMBERS:

Joan Lancourt	Term expires 2021
Samuel Batchelder	Term expires 2023
John Malcolm Cawthorne	Term expires 2022
Bob Lepson	Term expires 2023
Jessica Chicco	Term expires 2022
Kea van der Ziel	Term expires 2023
Mariah Noberga	Term expires 2021
Eloise Lawrence	Term expires 2021
Steven Laduzinski	Term expires 2022
Malcolm Doldron	Term expires 2022
Irving Allen	Term expires 2022
Raul Fernandez	Select Board Representative
Susan Federspiel	School Liaison
Casey Hatchett	Police Department Liaison
Emre Muftu	Student Liaison (2.11.2020)

There are 3 vacancies as of November 2020

Rezaul Haque interviews for appointment 11.24.20

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Sun 11/8/2020 6:12 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Rezaul Haque
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	Field not completed.
Email	[REDACTED]
Application for specific Board/Commission?	Commission on Diversity Inclusion and Community Relations
What type of experience can you offer this Board/Commission?	I'm a person of color, Muslim, and a first-generation American immigrant with a degree from a Boston university. I have extensive experience in working in a racially diverse environment (tech). I can bring a wide area of perspectives the commission may not have access to.
What type of issue would you like to see this Board/Commission address?	Brookline citizens are quite involved in the workings of this city. I'd love to see more involvement from people who look like me.
Are you involved in any other Town activities?	I've lived in Brookline for more than 20 years, but it's my first time trying to be the change I want to see.
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No.
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Field not completed.

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Economic Development Advisory Board

(as of November 27, 2020)

MEMBERS:

Anne Meyers, Co-Chair.....Term expires 2021

Paul Saner, Co-Chair.....Term expires 2020

Alan Christ.....Term expires 2019

Cliff Brown.....Term expires 2020

Derrick Choi.....Term expires 2020

Susan Houston.....Term expires 2021

Carol Levin.....Term expires 2021

Kenneth Lewis.....Term expires 2019

Thomas Nally.....Term expires 2019

Marilyn Newman.....Term expires 2019

Alden Raine.....Term expires 2021

Vacancy.....Term expires 2022

Recent activity:

Paul Saner interviewed for reappointment on 8/25/20

Alan Christ interviewed for reappointment on 9/8/20

Ekaterina Torchilin interviewed as a new appointment 9/15/20

Derrick Choi interviews for reappointment on 9/22/20

Jeff Wachter interviews as a new appointment 9/22/20

Tom Nally interviews for reappointment on 9/29/20

Cliff Brown interviews for reappointment on 10/6/20

Kenneth Lewis interviews for reappointment 10/13/20

Marilyn Newman interviews for reappointment on 10/20/20

Online Form Submittal: Committee Reappointment Interest Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Sun 8/2/2020 6:30 PM

To: Devon Williams <dwilliams@brooklinema.gov>

Committee Reappointment Interest Form

Date	8/3/2020
Name	Paul Saner
Street Address	[REDACTED]
Zip	[REDACTED]
Preferred Phone #	6 [REDACTED]
Committee you are a member of?	EDAB
List of accomplishments in the last 3 years.	<p>2017 ZBA approval of the Hilton Garden Inn at River Road.</p> <p>2017 MAPC community engagement concluding EDAB's Planning for a Changing Brookline series.</p> <p>2017 Granting of an additional 12 liquor licenses by the ZBA.</p> <p>2018 Zoning permitting recreational marijuana.</p> <p>2018 Presentation to the Select Board of the 5-year Economic Development Plan.</p> <p>2019 Negotiated the business deal as part of the Approval by Town Meeting of the Waldo Durgin zoning overlay district.</p> <p>2019 Co proponent of the warrant article to eliminate parking minimums for most commercial uses in the Transit Oriented Parking District.</p> <p>2019 Participated in the compromise leading to the passage of Article 21.</p> <p>2019 Participated in BFAC's Economic Development recommendation ,</p> <ul style="list-style-type: none"> • 2020 Presented on behalf of EDAB at the cross-board development forum. <p>2020 Negotiated the business deal as part of the Approval by Town Meeting of the Newbury senior living zoning overlay district.</p> <p>2020 Representing EDAB along with Al Raine on the Building a Better Brookline housing affordability forums.</p>
Future Goals	<p>For the Select Board and Town Administrator to:</p> <ul style="list-style-type: none"> • support the Economic Development recommendations of BFAC; and to • support the 2018 5-year Economic Development plan by actively promoting zoning reform in our mixed-use corridors to make possible commercial and residential development that advance multiple Town goals, including economic development, affordable housing, racial justice, climate sustainability, and transportation access. This will require leadership for study

committees, prioritizing the full staffing of the Economic Development division, and consulting resources.

Questions? Please contact the Select Board at selectboard@brooklinema.gov, 617-730-2200

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notifications@brooklinema.gov <notifications@brooklinema.gov>

Fri 7/31/2020 4:08 PM

To: Devon Williams <dwilliams@brooklinema.gov>

Committee Reappointment Interest Form

Date	7/31/2020
Name	Alan R Christ
Street Address	[REDACTED]
Zip	[REDACTED]
Preferred Phone #	6 [REDACTED]
Committee you are a member of?	EDAB
List of accomplishments in the last 3 years.	River Road Study Committee Rezoning, Waldo Durgin Rezoning, Kent-Station Senior Housing RFP, Net Zero 9th School Warrant Article
Future Goals	Zoning Reform in Transit Priority Overlay Districts, Reduce or Eliminate Residential Parking Minimums, Energy Benchmarking for Large Buildings, Encourage Affordable Housing on Town-Owned Sites, Encouraging Gateway East Infill Development, Encouraging Centre Street Parking Lot Redevelopment
Questions? Please contact the Select Board at selectboard@brooklinema.gov, 617-730-2200	

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Fri 7/31/2020 9:04 PM

To: Devon Williams <dwilliams@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	ekaterina torchilin
Address	[REDACTED]
Home Phone	[REDACTED]
Work Phone	Field not completed.
Email	[REDACTED]
Application for specific Board/Commission?	ECONOMIC DEVELOPMENT ADVISORY BOARD
What type of experience can you offer this Board/Commission?	MBA, 20+ years of experience in management, finance, fundraising
What type of issue would you like to see this Board/Commission address?	increase Brookline' economic prosperity
Are you involved in any other Town activities?	Larz Andersen Rink task force
Do you have time constraints that would limit your ability to attend one to two meetings a month?	no
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Field not completed.

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Online Form Submittal: Committee Reappointment Interest Form

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Fri 9/11/2020 8:52 AM

To: Devon Williams <dwilliams@brooklinema.gov>

Committee Reappointment Interest Form

Date	9/11/2020
Name	Derrick Choi
Email:	D [REDACTED]
Street Address	[REDACTED]
Zip	02445
Preferred Phone #	[REDACTED]
Committee you are a member of?	Economic Development Advisory Board (EDAB)
List of accomplishments in the last 3 years.	1) Holiday Inn Committee, 2) Newbury College Zoning Committee
Future Goals	<p>Brookline's underlying socio-economic inequities and BFAC findings from last year have been highlighted by the pandemic. We need some immediate wins in the next 6 months, perhaps in the following order: 1) small business recovery tactical planning, 2) re-assess and re-prioritize BFAC findings and 3) re-prioritization of our large projects / development list - do we need to re-think select large scale development project since the pandemic (especially those not bonded and some 40B developments now on the sidelines, et al).</p> <p>In short - we will likely have to accelerate some tactical remits for EDAB for the remainder of the fall and next winter.</p>

Questions? Please contact the Select Board at selectboard@brooklinema.gov, 617-730-2200

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COMMITTEE APPLICATION FORM

NAME: _____

ADDRESS: _____

PREFERRED PHONE#: _____

SPECIFIC COMMITTEE YOU ARE APPLYING FOR: _____

YOUR RELEVANT AREAS OF INTEREST _____

WHAT TYPE OF EXPERIENCE OR SKILLS CAN YOU OFFER TO THIS
COMMITTEE? _____

WHAT ISSUES WOULD YOU LIKE TO SEE THIS COMMITTEE ADDRESS? _____

HAVE YOU ATTENDED ANY COMMITTEE MEETINGS? _____

ARE YOU INVOLVED IN ANY OTHER TOWN ACTIVITIES? _____

DO YOU HAVE TIME CONSTRAINTS THAT WOULD LIMIT YOUR ABILITY
TO ATTEND ONE TO TWO MEETINGS A MONTH? _____

IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME,
NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)

*Please mail or deliver your application to the Select Board Office, 333 Washington St., 6th
Fl., Brookline MA 02445 or email it to selectboard@brooklinema.gov*

To: Devon Williams <dwilliams@brooklinema.gov>

Online Form Submittal: Committee Reappointment Interest Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Wed 8/12/2020 6:57 PM

To: Devon Williams <dwilliams@brooklinema.gov>

Committee Reappointment Interest Form

Date	8/12/2020
Name	Cliff Brown
Street Address	[REDACTED]
Zip	[REDACTED]
Preferred Phone #	[REDACTED]
Committee you are a member of?	EDAB
List of accomplishments in the last 3 years.	Provided strategic advice to Kara Brewton on the updated 5-year Economic Development Plan. Provided strategic advice to Kara Brewton with regard to liquor licenses. Essentially rewrote the master warrant article explanation for the Welltower project. Principal author of EDAB's recommendations on Article 21 compromise. Principal author of BFAC's economic development recommendations. Liaison between EDAB and Advisory.
Future Goals	Support staff in any way I can be effective. Continue to provide unvarnished perspectives and advice to staff and the rest of EDAB. Support efforts to promote EDAB and its goals, BFAC's recommendations regarding economic development, and zoning reform to further many Town goals including the development of affordable housing throughout Brookline, Town resiliency in the face of climate change and growth in the tax base.
Questions? Please contact the Select Board at selectboard@brooklinema.gov, 617-730-2200	

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You forwarded this message on Wed 9/16/2020 11:39 AM

N

notifications@brooklinema.gov

Wed 9/16/2020 11:36 AM

To:

Committee Reappointment Interest Form

- KGL23
2@MS
N.com

Date	9/16/2020
Name	Kenneth G. Lewis
Email:	KGL232@MSN.com
Street Address	232 Summit Avenue, #103, Brookline MA
Zip	02446
Preferred Phone #	617-730-9393
Committee you are a member of?	Economic Development Advisory Committee (EAB)
List of accomplishments in the last 3 years.	Served as the EDAB representative on the River Road and Coolidge Corner land use study committees that resulted in zoning amendments approved at TM to accommodate new mixed-use development that will provide significant fiscal benefits to the Town and support local business in CC and BV. Participated in review and amendment of warrant articles that impact development and local business (e.g., WA 21). Also serve as a TMM from Precinct 11.
Future Goals	Work with EDAB and other Town boards and commission to promote smart growth, transit oriented mixed-use development that will strengthen the Town's tax base, enhance the vitality of our commercial districts, and promote community goals for housing diversity and sustainability. Promote other Town policies to support local business (e.g. liquor licenses, parking regulations, etc.)

Questions? Please contact the Select Board at selectboard@brooklinema.gov, 617-730-2200

Online Form Submittal: Committee Reappointment Interest Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Fri 9/18/2020 11:39 AM

To: Devon Williams <dwilliams@brooklinema.gov>

Committee Reappointment Interest Form

Date	9/18/2020
Name	Marilyn Newman
Email:	marilyn.newman4@gmail.com
Street Address	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Committee you are a member of?	Economic Development Advisory Board (EDAB)
List of accomplishments in the last 3 years.	Assisted with analysis and refinement of numerous proposed warrant articles impacting commercial vibrancy and small businesses; served on River Road Study Committee which completed special district zoning to enable hotel and mixed used development in Emerald Island industrial area; assisted with planning and implementation of MAPC outreach process and visioning report that collected broad citizen input concerning future development issues in Brookline; assisted with EDAB comment on major redevelopment proposals (Waldo-Durgin, Holiday Inn, Welltower development at former Newbury College, 1299 Beacon, and numerous others.)
Future Goals	Continue to work with EDAB members and Town staff to promote and shape appropriate commercial and mixed-use development in a manner that supports Town fiscal, community planning, climate resilience, and racial equity objectives.
Questions? Please contact the Select Board at selectboard@brooklinema.gov , 617-730-2200	

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